

## **APPENDIX I**

### **MAIN SAN GABRIEL BASIN WATERMASTER RULES AND REGULATIONS**



Main San Gabriel Basin  
**WATERMASTER**

# **Rules and Regulations**

**Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al.  
Case No. 924128 -- Superior Court of Los Angeles County**

**As amended December 7, 2005 and June 6, 2007  
Resolutions 12-05-201 and 6-07-213**

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1 RULES AND REGULATIONS OF  
2 MAIN SAN GABRIEL BASIN WATERMASTER

3 (As Revised, Amended, and Readopted by Resolution No.12-05-201, adopted  
4 December 7, 2005, and Resolution No. 6-07-213, adopted June 6, 2007.)  
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6 The definitions set forth in the Judgment in Los Angeles County Superior Court  
7 Civil Action No. 924128, entitled, "Upper San Gabriel Valley Municipal Water District  
8 v. City Alhambra. et al.," as amended (Judgment herein), as well as additional  
9 definitions relating specifically to Section 28 of these Rules and Regulations, are used  
10 herein with the same meanings and are listed in Appendix "A" hereof.

11 1. Offices and Records. Watermaster's records shall be  
12 maintained at its offices, currently located at:

13 725 North Azusa Avenue

14 Azusa, California 91702

15 Telephone (626) 815-1300

16 Fax (626) 815-1303

17 Said records shall be available for inspection by any Party during regular  
18 business hours. Copies of said records may be had upon payment of the costs of the  
19 duplication thereof and of any preparation costs pertaining thereto.

20 2. Watermaster Meetings and Holidays. Regular meetings of Watermaster  
21 shall be held at 3:00 p.m. on the first Wednesday of each and every month in the  
22 conference room of the City of Azusa Light and Water Administration Facility, 729  
23 North Azusa Avenue, Azusa, California 91072, or at such time and place as otherwise  
24 determined by Watermaster.

25 (a) Holidays. The following holidays shall be observed by  
26 Watermaster:



1 - January 1 (New Year's Day);  
2 - The third Monday in January (Martin Luther King's Birthday);  
3 - The third Monday in February (Presidents' Day);  
4 - The last Monday in May (Memorial Day);  
5 - July 4 (Independence Day);  
6 - The first Monday in September (Labor Day);  
7 - The second Monday in October (Columbus Day);  
8 - November 11 (Veterans' Day);  
9 -The fourth Thursday and the following Friday in November  
10 (Thanksgiving);  
11 - December 25 (Christmas Day);  
12 - Each employee's individual birthday, to be taken as a holiday  
13 during the month of such birthday as approved by the Executive Officer;  
14 and one floating holiday each year, to be designated by the Executive  
15 Officer.

16 (1) If January 1, July 4, November 11, or December  
17 25 falls on a Sunday, the Monday following shall be that holiday  
18 and if any of said dates fall on a Saturday, the preceding Friday  
19 shall be that holiday.

20 (2) When any regular meeting of Watermaster shall  
21 fall on a hereinabove designated Watermaster holiday (excepting  
22 employees' birthdays and said floating holiday), said regular  
23 meeting shall be held on the next succeeding regular business day  
24 at the same time and at the same place as the said regularly  
25 scheduled meeting, unless otherwise determined by Watermaster.  
26

1 (b) Meeting Changes. Any changes in the time or place of said  
2 regular meeting shall be in compliance with the Judgment.

3 (c) Special Meetings. Special meetings of Watermaster may be  
4 called at any time by the Chairman or Vice-Chairman or by any three (3)  
5 members of Watermaster, by written notice in compliance with the Judgment.  
6 The calling notice shall specify the time and place of the special meeting and the  
7 business to be transacted. No other business shall be considered at such  
8 meetings.

9 (d) Adjournment. Any meeting of Watermaster may be adjourned to  
10 a time and place specified in the Order of Adjournment. Less than a quorum of  
11 Watermaster, Watermaster's Secretary, or the Executive Officer may so adjourn  
12 from time to time. A copy of the Order or Notice of Adjournment shall be  
13 conspicuously posted on or near the door of the place where the meeting was  
14 held or to be held, within twenty-four (24) hours after the adoption of the Order  
15 of Adjournment.

16 3. Quorum of Watermaster, Necessary Votes for Action and Roll Call of  
17 Votes. Five (5) members of Watermaster shall constitute a quorum for the transaction  
18 of its affairs. Action by the affirmative vote of five (5) members shall constitute action  
19 by the Watermaster, except that the affirmative vote of six (6) members shall be  
20 required: (a) to enter into any Cyclic Storage Agreement; or (b) to approve the  
21 purchase, spreading or injection of Supplemental Water for Ground Water recharge. \

22 Any member of Watermaster may request a roll call vote on any question or  
23 motion considered and the ayes and noes thereon shall be recorded in the minutes of the  
24 meeting.

25 4. Agenda of Watermaster Meetings. Any person requesting that a matter  
26 be considered by Watermaster for action thereon shall request the same in writing

1 directed to Watermaster's Executive Officer for inclusion on the Agenda of the next  
2 scheduled meeting to be held at least ten (10) days after receipt of said request.

3 5. Conduct of Meetings -- Roberts' Rules of Order. For the conduct of  
4 Watermaster meetings, Roberts' Rules of Order shall be followed and, without consent  
5 of Watermaster, the priorities of Watermaster business shall be that stated in the  
6 Agenda for a particular meeting.

7 6. Organization of Watermaster. At its first meeting each year,  
8 Watermaster shall elect a Chairman and Vice Chairman from its membership. It shall  
9 also select a Secretary and a Treasurer and may select such assistants as may be  
10 appropriate, any of whom may, but need not be, members of Watermaster.

11 7. Minutes. Minutes of all Watermaster meetings shall be kept, which shall  
12 reflect all actions taken. Draft copies thereof shall be furnished to any Party who files a  
13 request therefor in writing with Watermaster. Said draft copies of minutes shall  
14 constitute notice of any Watermaster action therein reported and failure of a Party  
15 herein to request copies thereof shall constitute his waiver of notice.

16 8. Designee to Receive Future Notices. Each Party who has not heretofore  
17 made a designation of the name and address of the person who shall receive service  
18 upon and delivery to Parties of various papers shall file with the Court, with proof of  
19 service of a copy thereof upon Watermaster, a written designation of the person to  
20 whom and the address at which all future notices, determinations, requests, demands,  
21 objections, reports and other papers and processes to be served upon that Party or  
22 delivered to the Party are to be so served or delivered.

23 (a) Substitute Designee. A later substitute designation filed and  
24 served in the same manner by any Party shall be effective from the date of filing  
25 as to any future notices, determinations, requests, demands, objections, reports  
26 and other papers and processes to be served upon or delivered to that Party.

1 (b) Service upon Designee. Delivery to or service upon any Party by  
2 Watermaster, by any other Party, or by the Court, of any item required to be  
3 served upon or delivered to a Party under or pursuant to the Judgment herein  
4 may be by deposit in the mail, first class, postage prepaid, addressed to the latest  
5 Designee of the Party to be served and at the address of said latest designation  
6 filed by that Party.

7 (c) List of Designees. Watermaster shall maintain a current list of  
8 Party Designees to receive notices under the Judgment.

9 9. Election of Producer Representatives.

10 (a) Notice of Nomination Election. Watermaster shall annually give  
11 thirty (30) days notice to all Parties that an election shall be held at  
12 Watermaster's regularly scheduled meeting in November of each year, for the  
13 purpose of nominating Producer representatives to Watermaster.

14 (b) Voting. Nominations of six (6) Producer representatives shall be  
15 by cumulative voting in person or by proxy, with each Producer entitled to one  
16 (1) vote for each one hundred (100) acre-feet, or portion thereof, owned by him,  
17 of Base Annual Diversion Right, Prescriptive Pumping Right or Integrated  
18 Production Right, as defined in the Judgment. When the names placed in  
19 nomination exceed the number of representatives to be elected, votes shall be  
20 cast by ballot using official ballot forms provided by Watermaster. Each ballot  
21 form must list the Producer and Designee or proxy holder casting the vote, the  
22 Producer's voting entitlement, the names of the nominees for whom the votes  
23 have been cast, and the number of votes cast for each nominee.

24 (c) Conduct of Elections. Prior to the nomination of Producer  
25 representatives, the Chairman shall appoint tellers to conduct the election. Such  
26 tellers may include any member of Watermaster staff to monitor the canvassing

1 and counting of votes. The tellers shall distribute the ballots, and, at the  
2 conclusion of the balloting, collect the ballots, retire to tabulate the votes, and  
3 promptly report the results of the election to the Parties present at the election.

4 (1) In the event there is a challenge to the declared election  
5 results, the Chairman shall appoint three (3) Producer Parties as  
6 election inspectors who shall recount the election ballots and  
7 immediately certify the results of such election to Watermaster  
8 and others present at the election.

9 (2) All ballots shall be considered confidential, and no ballot  
10 or information thereon shall be disclosed except to the appointed  
11 tellers and election inspectors, without the express permission of  
12 the Producer casting the ballot.

13 10. Vacancy on Watermaster and Replacement. In the event of a vacancy on  
14 Watermaster, a successor shall be nominated at a special meeting of Watermaster and  
15 Producers to be called by Watermaster within ninety (90) days in the case of a Producer  
16 representative or by the action of the appropriate District Board of Directors in the case  
17 of a Public Representative. Subject to approval and appointment by the Court, such  
18 successor Watermaster shall fill the unexpired term of the Watermaster member  
19 replaced.

20 11. Watermaster Action Subject to Court Review. Any action, decision, rule  
21 or procedure of Watermaster shall be subject to review by the Court on its own motion  
22 or on timely petition or motion for an Order to Show Cause by any Party, as follows:

23 (a) Effective Date of Watermaster Action. Any order, decision or  
24 action of Watermaster shall be deemed to have occurred on the date that written  
25 notice thereof is mailed. Mailing of draft copies of Watermaster minutes which  
26 contain such order, decision, action, or contemplated action, to the Parties

1 requesting the same shall constitute such notice to all Parties, as of the date of  
2 such mailing.

3 (b) Notice of Motion. Any Party may, by a regularly noticed motion,  
4 petition the Court for a review of any Watermaster action or decision. Notice of  
5 such motion shall be mailed to Watermaster and to the Designees of all Parties.  
6 Unless ordered by the Court, such petition shall not operate to stay the effect of  
7 such Watermaster action.

8 (c) Time for Motion. Within thirty (30) days of mailing of Notice of  
9 Watermaster Determination of Operating Safe Yield together with a statement  
10 of each Producer's entitlement thereunder, any affected Party may, by a  
11 regularly noticed motion, Petition the Court for an Order to Show Cause for  
12 review of said Watermaster findings, determination or entitlement and  
13 thereupon the Court shall hear Objections thereto and settle such dispute.

14 Notice of motion to review any other Watermaster action or decision  
15 shall be served and filed within ninety (90) days after such Watermaster action  
16 or decision.

17 (d) De Novo Nature of Proceedings. Upon filing of such motion for  
18 hearing, the Court shall notify the Parties of the date for taking evidence and  
19 argument, and shall review *de novo* the question at issue on the date designated.  
20 The Watermaster decision or action shall have no evidentiary weight in such  
21 proceedings.

22 (e) Decision. The decision of the Court in such proceedings shall be  
23 an appealable Supplemental Order in this case. When the same is final, it shall  
24 be binding upon the Watermaster and the Parties.

25 12. Water Measuring Devices and Meter Test Program. Parties producing in  
26 excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and

1 maintain in good operating condition, at the cost of each such Party, such necessary  
2 water measuring devices or meters as may be appropriate. Any such measuring device  
3 is subject to such inspection and testing as Watermaster may, from time to time, deem  
4 necessary. Upon testing, the meters shall be sealed by Watermaster and remain so  
5 sealed. Watermaster will conduct a formal meter-testing program to help the Parties  
6 accurately report their Production. Watermaster intends to test every meter under its  
7 jurisdiction at least once every two (2) years.

8 (a) Tests of Meters Which Supply Watermaster. At least once every  
9 two (2) years, Watermaster shall request certified meter tests of all meters of  
10 Responsible Agencies through which Supplemental Water is furnished to  
11 Watermaster and of the meters which measure all Cyclic Storage deliveries  
12 authorized by Watermaster.

13 (b) Wells. Water wells shall be equipped with a positive  
14 displacement, velocity impeller, venturi, orifice-type or electromagnetic flow  
15 meter with a totalizer. The totalizer on positive displacement, velocity impeller,  
16 venturi and orifice-type meters shall be correctable only by changing  
17 mechanical gear equipment. Producers using electromagnetic flow meters shall  
18 ensure that electronic access to meter data is user-defined and password-  
19 protected to prevent unauthorized resetting of the totalizer. Additionally, all  
20 wells equipped with electromagnetic flow meters shall also have a run-hour  
21 meter installed to provide verification of production in the event the totalizer is  
22 inappropriately or accidentally reset or its accuracy is otherwise disputed. The  
23 meter shall be accessible and installed according to good design practices.  
24 Watermaster personnel shall assist any Party having any question as to  
25 installation requirements.  
26



1 (c) Calibrated Test Equipment. Watermaster or its approved meter  
2 tester will maintain a complete line of carefully calibrated test equipment. This  
3 equipment is the standard with which all water meters must be compared. The  
4 tolerance for each meter is plus (+) or minus (-) five percent (5%) of the  
5 standard. Watermaster may require any Producer with multiple wells and  
6 meters to maintain an aggregate accuracy of plus (+) or minus (-) two percent  
7 (2%).

8 (d) Repair or Replacement of Inaccurate Meters. Defective or  
9 inaccurate meters must be repaired within thirty (30) days of receipt of notice  
10 thereof from Watermaster.

11 (e) Surface Diversions. Surface Water Diversions shall be measured  
12 with a weir and recorder or meter capable of accurately measuring and recording  
13 such Diversions.

14 (f) Interim Meter Tests. Should a Producer discover that the meter  
15 which measures the water Production from his well is measuring inaccurately,  
16 he shall first notify Watermaster thereof, have the meter retested and, if  
17 measuring inaccurately, then have the same repaired at the earliest practical and  
18 reasonable time. Upon the completion of such repair, such Producer shall  
19 immediately have such meter tested and sealed by Watermaster and it shall  
20 remain so sealed. Such testing and sealing will be accomplished by Watermaster  
21 upon request therefor by said Producer or said repaired meter may be tested and  
22 sealed by any meter tester authorized by Watermaster, as provided in Subsection  
23 (g) of this Section 12. Results of such meter tests shall be furnished to  
24 Watermaster within ten (10) days of testing, on forms provided by Watermaster.

25 (g) Watermaster Approved Meter Testers. Persons, firms or  
26 corporations in the business of repairing and/or testing water measuring devices

1 may be approved by Watermaster to test and seal meters on behalf of  
2 Watermaster by submitting their qualifications therefor to Watermaster and  
3 obtaining Watermaster's approval to perform meter tests and seal such meters as  
4 agents of Watermaster. The name, address and telephone number of all such  
5 Watermaster approved meter testers shall be maintained at and be available  
6 from the office of Watermaster.

7 (h) Meter Seal by Watermaster and Notification of Meter  
8 Maintenance. At the completion of all meter tests Watermaster's seal shall be  
9 placed on the meter, if the meter test demonstrates that the meter is within the  
10 accuracy standard of five percent (5%).

11 Such sealing then requires that Watermaster be notified in writing  
12 within seven (7) days if Watermaster's seal has been broken or if any of the  
13 following events occur: (a) the meter is to be repaired or recalibrated; (b) there  
14 is any other interference affecting the meter or Watermaster's seal; (c) the meter  
15 is to be relocated even if Watermaster's seal is still intact; or (d) a new meter is  
16 to be installed.

17 (i) Estimation of Production Due to Meter Maintenance. When a  
18 Producer must estimate Production due to meter maintenance, he shall consult  
19 with Watermaster or its engineer for approval of the method of estimation. A  
20 copy of the estimate calculations shall be supplied to Watermaster with the  
21 corresponding Quarterly Production Report.

22 13. Reports of Producers to Watermaster. Each Producer with an  
23 adjudicated right in excess of five (5) acre-feet per year and each Producer with an  
24 Overlying Right in any amount shall file with Watermaster a quarterly report of water  
25 Produced from the Basin or Relevant Watershed, on forms provided by Watermaster.  
26 Producers using electromagnetic flow meters shall report run hours in addition to

1 totalizer readings. Quarterly Production Reports shall be so filed no later than the last  
2 day of the month next succeeding the end of the relevant quarter, i.e. April 30, July 31,  
3 October 31 and January 31.

4 (a) Adjudicated Right in Excess of Five (5) Acre-Feet Not to be  
5 Reduced to Minimal Producer by Transfer. Any portion of: (1) the Base Annual  
6 Diversion Right of a Diverter; (2) the Prescriptive Pumping Right of a Pumper;  
7 or (3) the Diversion Component and Prescriptive Pumping Component of an  
8 Integrated Producer, adjudicated in any amount in excess of five (5) acre-feet  
9 per year [at the time that Judgment herein was entered, January 4, 1973], that is  
10 or may be reduced to five (5) acre-feet or less by assignment or transfer of  
11 rights, as permitted by Section 55 of the Judgment, shall not enjoy the status of a  
12 Minimal Producer as defined in Section 10 (o) of the Judgment.

13 (b) Notice to Watermaster of Transfers of Water Rights. Within  
14 fifteen (15) days thereof all Parties shall notify Watermaster of any transfer,  
15 assignment, license or lease of any water right, or portion thereof, not shown in  
16 the Judgment or previously filed with Watermaster and such transferee must be  
17 or become a Party to the action (as provided in Section 57 of the Judgment). All  
18 Parties are required to notify Watermaster of any subsequent assignment,  
19 transfer, license or lease of water rights granted or acquired by them and they  
20 shall file a duly acknowledged copy of the document(s) therefor with  
21 Watermaster, within fifteen (15) days after execution and acknowledgement of  
22 such document(s).

23 For such assignment, transfer, license or lease of water rights to  
24 be effective for, or be deemed by Watermaster to apply to, Production in a  
25 particular Fiscal Year (July 1 - June 30), the document(s) therefor shall be  
26 executed and acknowledged prior to the end of said Fiscal Year (June 30) and

1 copies thereof showing such acknowledgement must be received by  
2 Watermaster prior to July 15, following the end of said particular Fiscal Year.  
3 The transferee must be, or petition to become, a Party to the action within ninety  
4 (90) days following such assignment, transfer, license or lease of water rights.

5 When the term of a temporary assignment, transfer, license or  
6 lease of water rights extends beyond the end of the current Fiscal Year, it shall  
7 be the obligation of the transferee thereof to annually, during the month of July  
8 of each Fiscal Year during said term, notify Watermaster of said transferee's  
9 intention to exercise said water right during the then current applicable Fiscal  
10 Year.

11 (c) Conveyance of Water Right with Conveyance of Property.

12 Parties are advised that when a water right owner conveys the property where a  
13 water right was developed, the said water right shall not be conveyed with such  
14 property unless and until the appropriate notice procedures established by  
15 Watermaster have been complied with. When it is intended to transfer or acquire  
16 adjudicated water rights in the Basin or Relevant Watershed, the Parties thereto  
17 are advised to use the appropriate forms contained in exhibits to these Rules and  
18 Regulations and to notify Watermaster of such transfers by furnishing a copy of  
19 such transfer documents(s) within fifteen (15) days of execution and  
20 acknowledgement thereof.

21 (d) Conveyance of Water Right without Conveyance of Property.

22 Parties are also advised that the owner of an adjudicated water right herein  
23 (except an Overlying Right) may transfer the same (temporarily or permanently)  
24 without conveyance of the property where the water right was developed.

25 (e) Transfer of Overlying Right. The transfer and use of Overlying  
26 Rights shall be limited (as provided in Section 21 of the Judgment) as

1 exercisable only on specifically defined Overlying Lands and they cannot be  
2 separately conveyed or transferred apart therefrom.

3 (f) Intervention Stipulation Required. No conveyance of water rights  
4 to a person who is not a Party to the subject action shall be recognized by  
5 Watermaster unless the transferee thereof files with Watermaster a Stipulation in  
6 Intervention to the subject action (Exhibit "E") agreeing to be bound by the  
7 Judgment herein, and until the Court approves said Stipulation and Intervention.

8 (g) Notice Required. Any transfer of water rights shall be effective  
9 only when the requirements of this Section 13 are met and when the Parties file  
10 with Watermaster, within fifteen (15) days of such transfer, a copy of the  
11 transfer document(s) which:

12 (1) Identifies both the transferee(s) and the transferor(s);

13 (2) Accurately recites the total quantity (in acre-feet) of water  
14 rights transferred;

15 (3) Is executed by both the transferee(s) and the transferor(s);

16 (4) Is acknowledged by both transferee(s) and transferor(s) in  
17 a form sufficient for recordation;

18 (5) Lists the Designee(s) of both the transferor(s) and  
19 transferee(s) to receive future service and notice of papers and process;  
20 and

21 (6) Is accompanied by a map of the service area where the  
22 water was used by transferor(s) (assignors) and a map of the service area  
23 where the water is intended to be used by the transferee(s) (assignees), if  
24 requested by Watermaster.

25 (h) Approved Forms of Transfer Documents and Other Forms.

26 Approved forms of such transfer documents and other approved Watermaster

forms are attached hereto, marked and identified as follows:

Exhibit "A"	Permanent Transfer of Water Rights--Prescriptive Pumping Right
Exhibit "B"	Permanent Transfer of Water Rights--Base Annual Diversion Right
Exhibit "C"	Permanent Transfer of Water Rights--Integrated Production Right
Exhibit "D"	Temporary Assignment or Lease of Water Right
Exhibit "E"	Stipulation Re Intervention After Judgment
Exhibit "F"	Designee to Receive Future Notices for and on Behalf of Defendant(s)
Exhibit "G"	Notice of Transfer of Overlying Rights With Property to Which They are Appurtenant.
Exhibit "H"	Application To Drill Water Well
Exhibit "I"	Application To Modify Existing Water Well
Exhibit "J"	Application To Destroy Water Well
Exhibit "K"	Application For Water Treatment Facility

(i) Presumption as to Unexercised Rights. Unless otherwise noted on the above mentioned transfer documents(s), it will be presumed by Watermaster that the permanent transfer of water rights will include all unexercised rights thereunder, including authorized carry-over of unused rights.

14. Operating Safe Yield. Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. Said determination shall be made at the close of the hearing thereon, which shall be commenced at Watermaster's regular meeting in May of each year. Watermaster shall notify each Pumper and Integrated Producer of his

1 share thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in  
2 any Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in  
3 excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such  
4 Operating Safe Yield, or his Integrated Production Right, or the terms of any Cyclic  
5 Storage Agreement, without being subject to Assessment for the purpose of purchasing  
6 Replacement Water. The rate of such Assessment shall be established at the same  
7 meeting at which the Operating Safe Yield is established, and it may be estimated for  
8 the years for which Operating Safe Yield is estimated. In establishing the Operating  
9 Safe Yield, the Watermaster shall follow all physical, economic, and other relevant  
10 parameters provided in the Judgment herein. Said determination shall be made in  
11 accordance with the following:

12 (a) Preliminary Determination. At Watermaster's regular meeting in  
13 April of each year, Watermaster shall make a Preliminary Determination of the  
14 Operating Safe Yield of the Basin for each of the succeeding five (5) Fiscal  
15 Years. Said determination shall be made in the form of a report containing a  
16 summary statement of the considerations, calculations and factors utilized by  
17 Watermaster in arriving at the said Operating Safe Yield.

18 (b) Notice of Hearing. A copy of said Preliminary Determination  
19 Report shall be mailed to all Parties at least ten (10) days prior to a hearing  
20 thereon to be commenced at Watermaster's regular meeting in May of each year,  
21 at which time objections or suggested corrections or modifications of said  
22 determination shall be considered.

23 (c) Watermaster Final Determination and Review Thereof. Within  
24 thirty (30) days after completion of said hearing, Watermaster shall mail to each  
25 Pumper, Diverter, Overlying User and Integrated Producer a Final Report and  
26 Determination of said Operating Safe Yield for each such Fiscal Year, together



1 with a statement of the Producer's entitlement in each such Fiscal Year stated in  
2 acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said  
3 Watermaster determination, may petition the Court for an Order to Show Cause  
4 for Review of said determination in accordance with Section 11 hereof.

5 15. Carry-over Rights.

6 (a) Pumping. Any Pumper's Share of Operating Safe Yield, and the  
7 Production right of any Integrated Producer which is not Produced in a given  
8 year may be carried over and accumulated for one (1) year.

9 (b) Diversions. Diverters shall be entitled to Divert for direct use up  
10 to two hundred percent (200%) of their Base Annual Diversion Right in any  
11 Fiscal Year, provided that the aggregate quantities of water Diverted in any  
12 consecutive ten (10) Fiscal Year period shall not exceed ten (10) times such  
13 Diverter's Base Annual Diversion Right.

14 (c) Overlying Rights. By definition, there is no carry-over of  
15 Overlying Rights.

16 (d) Presumption as to Carry-over Rights. The first water Produced in  
17 the succeeding Fiscal Year shall be deemed Produced pursuant to such  
18 Producer's Carry-over Rights.

19 16. Special Hearings. Watermaster shall conduct such special hearings as  
20 deemed appropriate upon thirty (30) days notice to the Parties hereto.

21 17. Policy Decisions. No policy decision shall be made by Watermaster until  
22 its next regular meeting after the question involved has been raised for discussion at a  
23 Watermaster meeting and noted in the draft of minutes thereof.

24 18. Assessments. Watermaster may levy and collect Assessments from the  
25 Producer Parties based upon Production during the preceding Fiscal Year. Said  
26 Assessments may be for one or more of the following purposes:

1 (a) Administration Costs. At its regular May meeting Watermaster  
2 shall adopt a proposed budget for the succeeding Fiscal Year and within fifteen  
3 (15) days shall mail a copy thereof to each Party, together with a statement of  
4 the level of Administration Assessment levied by Watermaster and which will  
5 be collected for purposes of raising funds for said budget. Said Assessments  
6 shall be uniformly applicable to each acre-foot of Production.

7 (b) Replacement Water Costs. Replacement Water Assessments shall  
8 be collected from each Producer on account of such Party's Production in excess  
9 of its Diversion Rights, Pumper's Share or Integrated Production Right, and on  
10 account of the consumptive use portion of Overlying Rights, computed at the  
11 applicable rates established by Watermaster, consistent with Watermaster's  
12 Operating Criteria (Exhibit "H" to the Judgment).

13 (c) Make-up Obligation. An Assessment shall be levied and  
14 collected equally on account of each acre-foot of Production, which does not  
15 bear a Replacement Water Assessment hereunder, to pay all necessary costs of  
16 administration and satisfaction of the Make-up Obligation. Such Assessment  
17 shall not be applicable to water Production of an Overlying Right.

18 (d) In-Lieu Water Cost. An Assessment may be levied against all  
19 Pumping to pay reimbursement for In-Lieu Water Cost except that such  
20 Assessments shall not be applicable to the non-consumptive use portion of  
21 Overlying Rights.

22 (e) Waivers Possible for Water Quality Improvement or Protection.  
23 In accordance with Section 45 (e) of the Judgment, a Producer of water from the  
24 Basin for the purpose of testing, protecting, or improving water quality, may  
25 apply in writing by verified petition or application (hereinafter "Application") to  
26 Watermaster, for approval of such water Production free of all or any part of

1 Watermaster Assessments thereon, and for waiver of one or more of the  
2 provisions of Sections 25, 26, and 57 of said Judgment, where appropriate, upon  
3 terms and conditions to be established by Watermaster after a noticed hearing on  
4 such Application.

5 A waiver of Assessment shall not be granted for the purpose of  
6 removal of contamination or improvement of the quality of Basin water which  
7 has, or could have, resulted from the activity of the Applicant for such waiver.

8 In the event cleanup or Treatment Facilities are installed in the  
9 Basin by or for the benefit of a Producer, and the Basin water receiving  
10 treatment from said Treatment Facilities is subsequently delivered by or used for  
11 beneficial purposes of such Producer, the Production of such water shall not be  
12 entitled to waiver or modification of Watermaster Assessments thereon.

13 Notwithstanding the above, if Basin water is treated and  
14 immediately percolated or reintroduced to the Basin by way of spreading,  
15 injection, or otherwise, for purposes of this Section 18 (e), its Production may,  
16 upon Watermaster's approval of an Application to waive or modify its  
17 Assessments on the same, be entitled thereto. In any event, such water shall only  
18 be percolated or reintroduced to the Basin with the consent of Watermaster and  
19 said water shall be of a quality acceptable to Watermaster.

20 Although all Production from the Basin must be reported to Watermaster  
21 on a timely basis in accordance with these Rules and Regulations, Production  
22 which is granted a waiver of Assessment hereunder may, by reason of certain  
23 circumstances as specifically determined by Watermaster, be deemed an unused  
24 right and entitled to carry-over, in accordance with Section 49 of the Judgment.

25 (f) Application for Waiver of Assessment. An Application for  
26 Waiver of Assessment, as above set forth, shall contain all relevant information

1 relied upon by Applicant which he believes justifies the granting of said  
2 Application. All such Applications shall explain the special needs and  
3 circumstances for such Production and specify the approximate amounts to be  
4 Produced, the time frame of such Production, the specific location(s) of the  
5 points(s) of extraction(s), and the place of intended disposal of such water, as  
6 well as any supplemental or additional information requested by Watermaster.  
7 All such extractions shall be metered and reported quarterly to Watermaster,  
8 along with all other Basin Production, in accordance with these Rules and  
9 Regulations.

10 Should an Application contain incomplete information or should  
11 Watermaster desire additional, other, or further information in relation thereto,  
12 the same shall also be furnished and verified by Applicant.

13 (g) Hearing and Effective Date. Within thirty (30) days of the filing  
14 of any such Watermaster accepted Application, Watermaster shall give at least  
15 thirty (30) days notice to the Designees of all Parties that it will hold a hearing  
16 on said Application. Watermaster may, after the conclusion of said hearing,  
17 under then existing conditions, waive all or any part of its Assessments on such  
18 Production, such waiver shall not be effective prior to the date of the filing of  
19 said accepted Application, and may also waive the provisions of Sections 25,  
20 26, and 57 of the Judgment herein.

21 The effective date for the granting of an Application to waive or  
22 modify Watermaster Assessments shall be no later than ten (10) days after  
23 approval thereof by Watermaster and it shall continue for the period of time  
24 specified therein, unless sooner terminated or extended by Watermaster.  
25 Nothing herein is intended to allow an increase in any Producer's annual  
26 entitlement under the Judgment.

1           19.   Levy, Notice and Adjustment of Assessments. At its regular May  
2 meeting Watermaster shall also fix the rate(s) of or levy applicable Administration  
3 Assessments, Replacement Water Assessments, Make-up Obligation Assessments, and  
4 In-Lieu Water Cost Assessments, if any. Watermaster shall give written notice of all  
5 applicable Assessments to each Party on or before August 15 of each year.

6           (a)   Payment. All Watermaster Assessments shall be due and payable  
7 on or before September 20, following such Assessment levy or Assessment rate  
8 fixing, subject to the rights reserved in Section 37 of the Judgment, and such  
9 Assessment shall be paid or become delinquent after September 20.

10           (b)   Delinquency. Any Assessment payment which becomes  
11 delinquent shall bear interest at the annual prime interest rate in effect on the  
12 first business day of August of each year, plus one percent (1 %). Said prime  
13 interest rates shall be that fixed by the Bank of America NT&SA for its  
14 preferred borrowing on said date. Said prime interest rate plus one percent (1%)  
15 shall be applicable to any said delinquent Assessment payment from the due  
16 date thereof until paid, provided, however, in no event shall any said delinquent  
17 Assessment bear interest at a rate of less than ten percent (10%) per annum.  
18 Such delinquent Assessment and said interest thereon may be collected in a  
19 Show Cause proceeding in the subject action or in any other legal proceeding  
20 instituted by Watermaster, and in such proceeding the Court may allow  
21 Watermaster its reasonable costs of collection, including attorney's fees.

22           (c)   Adjustments. By reason of Watermaster's inability to control the  
23 direct costs and other charges incurred for Supplemental Water obtained from  
24 Responsible Agencies, it may be necessary from time to time for Watermaster to  
25 adjust the foregoing Assessments. Such Assessments may only be adjusted after  
26

1 giving at least 15 days Notice to all Parties of the meeting at which such  
2 adjustments will be considered by Watermaster.

3 20. Responsibility for Watermaster Assessments. Parties Producing water  
4 from the Relevant Watershed shall be responsible for Watermaster Assessments levied  
5 upon all Production.

6 21. Over and/or Under Reporting.

7 (a) Over Reporting. Watermaster shall make refunds, in whole or in  
8 part, of Assessments theretofore paid, to any Producer who has erroneously  
9 overstated his Production in any sworn statement for a quarterly period required  
10 hereunder and who has overpaid any Assessment for that quarter, but only upon  
11 compliance by the Producer with the procedure hereinafter set forth and within  
12 the time hereinafter provided.

13 Any such Producer, within one (1) year of the last day for filing  
14 of the said sworn statement for the quarterly period in question, may file a  
15 verified application with Watermaster requesting a refund of that portion of any  
16 Assessment claimed to have been paid by reason of that Producer's erroneous  
17 overstatement of Production. If incomplete information is contained in said  
18 application, or if Watermaster desires other, further, or additional information  
19 than that set forth in said application, the same shall also be furnished by a  
20 verified statement mailed to Watermaster on behalf of Applicant within thirty  
21 (30) days of the mailing of the written notice or request therefor from  
22 Watermaster to the Producer's Designee, at his address as shown by  
23 Watermaster records, or the application shall be deemed abandoned. Such  
24 request by Watermaster shall not cause any application otherwise timely filed to  
25 be considered as not filed within said one (1) year period. The Watermaster may  
26 pay any refund claimed without a hearing thereon, but no application shall be

1 denied, in whole or in part, without a hearing being accorded to the Applicant,  
2 in which said hearing the Applicant shall have the burden of proof. Any  
3 determination by Watermaster on any matter in connection with said application  
4 shall be final and conclusive upon the said Producer.

5 Any refund authorized to be paid under the provisions of this  
6 Section may be paid only out of moneys realized from the appropriate  
7 Watermaster Assessment levied or thereafter raised. Under election of the  
8 Producer, any refund determined by Watermaster to be owing may be credited  
9 to the Producer against any subsequent Assessments which might become due  
10 and owing from him to Watermaster. No refunds shall be made except as  
11 authorized by this section and this section may not apply to over reporting  
12 unless there has been compliance with the provisions of Section 12 hereof.

13 (b) Under Reporting. If Watermaster shall have probable cause to  
14 believe that the Production of water from any water Producing facility is in  
15 excess of that disclosed by the sworn statements covering such water Producing  
16 facility, Watermaster may cause an investigation and report to be made  
17 concerning the same. Watermaster may fix the amount of water Production from  
18 such facility at an amount not to exceed the maximum Production capacity  
19 thereof, provided, however, where a Watermaster tested water measuring device  
20 is permanently attached to such facility, the record of Production as so disclosed  
21 by such measuring device shall be presumed to be accurate and the burden of  
22 proof shall be upon Watermaster to establish the contrary.

23 A determination by Watermaster that a Producer has under  
24 reported Production shall require Watermaster to give written notice thereof to  
25 such Producer by mailing such notice to his Designee, at the address shown by  
26 Watermaster records. A determination of under reporting made by Watermaster



1 shall be conclusive on any Producer who has Produced water from the facility in  
2 question and the Watermaster Assessments based thereon, together with interest  
3 as set forth in Section 19 (b) hereof, shall be payable forthwith, unless such  
4 Producer shall file with Watermaster within ten (10) days after the mailing of  
5 such notice, a written protest setting forth the ground or grounds for protesting  
6 the amount of Production so fixed or the Assessments and interest thereon.

7 Upon the filing of such protest, Watermaster shall hold a hearing  
8 at which time the total amount of water Production and the Assessments and  
9 interest thereon shall be determined, which action shall be conclusive if based  
10 upon substantial evidence. A notice of such hearing shall be mailed to protestant  
11 at least ten (10) days before the date fixed for the hearing. Notice of the  
12 determination by the Watermaster at the close of such hearing shall be mailed to  
13 the protestant. The Producer shall have twenty (20) days from the date of  
14 mailing of such notice to pay the Assessments fixed by Watermaster and interest  
15 thereon, as fixed herein, before the same becomes delinquent.

16 (c) Delinquent Assessments; Interest; Costs; and Attorney's Fees.

17 Watermaster may bring suit in the Court having jurisdiction against any  
18 Producer of water from the Basin or Relevant Watershed for the collection of  
19 any delinquent Assessment and interest thereon. The Court having jurisdiction  
20 of the suit may, in addition to any delinquent Assessment, award interest and  
21 reasonable costs, including attorney's fees.

22 22. Information Concerning Offers to Purchase, Sell or Lease Water Rights.

23 Watermaster shall maintain a record of any offer to purchase, sell or lease water rights  
24 reported to Watermaster, for the purpose of encouraging the orderly transfer of such  
25 rights by acting as a clearing house for such information. Any person desiring to  
26 purchase, sell, or lease such rights may examine such Watermaster records.

1           23.   Watermaster Control of Spreading and Ground Water Storage. Except  
2 for the exercise of non-consumptive uses, no Party shall spread water within the Basin  
3 or Relevant Watershed for subsequent recovery or Watermaster credit without prior  
4 Watermaster written permission to do so because Watermaster has sole custody and  
5 control of all Ground Water storage rights in the Basin.

6           (a)   Replacement Water and Cyclic Storage Deliveries. Deliveries of  
7 water for replenishment or cyclic storage shall be made either pursuant to  
8 Watermaster's duly authorized order for Replacement Water or in accordance  
9 with terms and conditions of a valid Cyclic Storage Agreement with  
10 Watermaster. All such water deliveries shall be subject to the conditions and  
11 priorities set forth in Section 26 herein.

12           (b)   Supplemental Water Quality. In an effort to prevent degradation  
13 of Basin groundwater quality, and in accordance with Section 40 of the  
14 Judgment, Watermaster may establish criteria for the quality of Supplemental  
15 Water delivered for Basin replenishment or Cyclic Storage. Such criteria shall  
16 consider applicable Basin Plan objectives as set forth by the California Regional  
17 Water Quality Control Board - Los Angeles Region, but shall also balance the  
18 need to maintain adequate water supplies with the need to preserve Basin water  
19 quality.

20                   Watermaster may review and update its Criteria for Supplemental  
21 Water Quality as needed to address changes in regulations or hydrologic  
22 conditions. Watermaster shall provide the Responsible Agencies with at least  
23 30 days notice of its intent to adopt or modify such criteria, along with the  
24 proposed draft or changes, and shall consider comments from those agencies  
25 prior to adoption. Watermaster shall also provide the Responsible Agencies  
26 with the final, adopted Criteria for Supplemental Water Quality.

1           24.   Watermaster Annual Report. Watermaster shall annually file with the  
2 Court and mail to the Parties a report of all Watermaster activities during the preceding  
3 Fiscal Year, including an audited statement of all accounts and financial activities of  
4 Watermaster, summaries of Diversions and Pumping, and all other pertinent  
5 information. To the extent practical, said report shall be mailed to all Parties and filed  
6 with the Court on or before November 1 of each Year.

7           25.   Watermaster Stipulation Re Intervention After Judgment. Attached  
8 hereto and marked "Exhibit E" is a form of Stipulation for Intervention After Judgment  
9 which Watermaster will execute, file with the Court if accompanied by the necessary  
10 filing fee, obtain a Court hearing date thereon, give Notice thereof and attempt to obtain  
11 an approving Court Order thereon.

12           26.   Uniform Rules and Conditions of Cyclic Storage Agreements.

13               (a)   Application for Cyclic Storage Agreements. Any person or  
14 entity, private or public, desiring to spread and store Supplemental Water within  
15 the Basin for subsequent recovery and use or for Watermaster credit shall make  
16 application to Watermaster for a Cyclic Storage Agreement pursuant to these  
17 Uniform Rules and Conditions. Watermaster shall have first call on  
18 Supplemental Water for Replacement Water, Make-up Water and for the  
19 "Alhambra Exchange" before such water is made available for Cyclic Storage  
20 Agreements.

21               (b)   Purpose of Cyclic Storage Agreements. All Cyclic Storage  
22 Agreements shall be for the utilization of Ground Water storage capacity of the  
23 Basin and for cyclic or regulatory storage of Supplemental Water.

24               (c)   Available Storage Capacity. In considering the available Ground  
25 Water storage capacity of the Basin for such Agreements, Watermaster shall  
26

1 take into account the operation of the Basin under the Physical Solution  
2 provisions of the Judgment.

3 (d) Provisions of Cyclic Storage Agreements. Any such Agreement  
4 shall include provisions for:

5 (1) Watermaster control of all spreading (or injection) and  
6 extraction scheduling and procedures for such stored waters:

7 a) The time, place, and amount of said spreading  
8 shall be approved in advance by Watermaster provided, however,  
9 that when the water level of the Baldwin Park Key Well is at or  
10 above elevation two-hundred fifty (250) feet, spreading activities  
11 shall be restricted to the easterly portion of the Basin at water  
12 spreading facilities designated in advance by Watermaster, unless  
13 otherwise approved by the Court;

14 (2) Calculations by Watermaster of any special costs,  
15 damages or burdens resulting from such operation;

16 (3) Priorities for Cyclic Storage Agreements in the following  
17 order:

18 a) Responsible Agencies on the basis of their relative  
19 requirements for Replacement Water within their respective  
20 corporate boundaries,

21 b) Other Parties on the basis of priority of application  
22 to Watermaster for such Agreements, and

23 c) Non-parties;

24 (4) Determinations by Watermaster of, and accounting for, all  
25 losses in stored water, assuming that such stored water floats on top of  
26 the Ground Water supplies, and accounting for all losses of water which

1 otherwise would have replenished the Basin. Such losses of stored water  
2 shall be assigned by Watermaster as follows:

3 a) First losses by non-parties in the reverse priority  
4 of the earliest original dates of their respective Cyclic Storage  
5 Agreements, to the whole of such non-parties' stored water,

6 b) The next losses by Parties who are not  
7 Responsible Agencies in reverse priority of the earliest original  
8 dates of their respective Cyclic Storage Agreements, to the whole  
9 of their stored water, and

10 c) The last losses by Responsible Agencies to be  
11 shared on the basis of water actually in storage in the Basin at the  
12 time of the loss of such stored water;

13 (5) The priorities for spreading of Supplemental Water are  
14 hereby established as follows, in the order of their priority:

15 First: Supplemental Water ordered by Watermaster from  
16 Responsible Agencies for direct delivery to the Basin as  
17 Replacement Water,

18 Second: Supplemental Water for delivery to the Basin for storage  
19 under Cyclic Storage Agreements between Watermaster and  
20 Responsible Agencies. In the event that more than one  
21 Responsible Agency wishes to deliver water to Cyclic Storage  
22 simultaneously and there is inadequate spreading capacity  
23 available, deliveries by each Responsible Agency so desiring to  
24 deliver Supplemental Water shall be scheduled so that the total  
25 quantity of water in Cyclic Storage of those Agencies can be  
26

1 increased proportionately in percent of their maximum allowed  
2 Cyclic Storage,

3 Third: Supplemental Water for delivery to Individual Cyclic  
4 Storage accounts of Parties to the Judgment. In the event that  
5 more than one Party wishes to deliver water to such Cyclic  
6 Storage accounts simultaneously and there is inadequate  
7 spreading capacity available, deliveries for each such Party shall  
8 be scheduled so that the total quantity of water in such Parties'  
9 Individual Cyclic Storage accounts can be increased  
10 proportionately in percent of their maximum allowed Cyclic  
11 Storage, and

12 Fourth: Non-Parties as established by Watermaster at the time;  
13 and

14 (6) Payment to Watermaster for the benefit of Parties in said  
15 action of all special costs, damages or burdens incurred (without any  
16 charge, rent, assessment or expense as to Parties to said action by reason  
17 of the adjudicated proprietary character of said storage rights, nor credit  
18 for offset for benefits resulting from such storage); provided, no Party  
19 shall have any direct interest in or control over such contracts or the  
20 operation thereof by reason of the adjudicated right of such Party.  
21 Watermaster has sole custody and control of all Ground Water storage  
22 rights in the Basin pursuant to the Physical Solution in the Judgment and  
23 all said Agreements are subject to review and approval of the Court.

24 (e) Terms of Cyclic Storage Agreements and  
25 Extensions. The term of such Agreements shall not exceed five  
26 (5) years but may be extended for additional terms, not to exceed

1 five (5) years each, provided Watermaster shall report its  
2 intention to consider an extension of any such Agreement in  
3 minutes of its meeting held prior to its meeting when any such  
4 extension request shall be acted upon.

5 (f) Maximum Storage. Such Agreements shall fix the  
6 maximum amount of Supplemental Water to be stored in the  
7 Basin at any point in time by a particular storing entity.

8 (g) Watermaster to be Held Harmless. The storing  
9 entity of such Agreement shall save and hold harmless  
10 Watermaster, its officers, agents and employees from any and all  
11 costs, damages or liability resulting from said Agreement and  
12 shall provide Watermaster with the defense or costs of the  
13 defense of any action brought against Watermaster, its officers,  
14 agents or employees arising or alleged to arise by reason of such  
15 Agreement for storage of Supplemental Water in the Basin.

16 (h) Reports of Stored Water. The storing entity, if not  
17 a Producer, shall quarterly report to Watermaster the amount of  
18 Supplemental Water which it spreads and withdraws each quarter  
19 under such Agreement. Such reports shall be due on the last day  
20 of the month next succeeding the end of the relevant quarter, i.e.  
21 April 30, July 31, October 31, and January 31. Such reports shall  
22 be cumulative and shall indicate the credit balance of the relevant  
23 quarter. If the storing entity is a Producer storing water pursuant  
24 to an Individual Producer Cyclic Storage Account whereby  
25 Watermaster has purchased the stored water on the Producer's  
26 behalf and credited the Producer's account, then Watermaster



1 shall provide the Producer with a quarterly accounting of storage  
2 credit in the regular quarterly production report form. The  
3 Producer shall be responsible for verifying the credit and  
4 notifying Watermaster of any dispute or discrepancy.

5 (i) Court Approval of Cyclic Storage Agreements.

6 Upon its approval of a Cyclic Storage Agreement, Watermaster  
7 shall Petition the Court for approval thereof and said Agreement  
8 shall become effective only upon such Court approval.

9 27. Responsible Agency from Whom Watermaster Shall Purchase  
10 Replacement Water.

11 (a) Responsible Agencies. There are three Responsible Agencies  
12 within or partially within the Basin. Two of such Agencies, Upper San Gabriel  
13 Valley Municipal Water District (Upper District) and Three Valleys Municipal  
14 Water District (Three Valleys District) are member agencies of The  
15 Metropolitan Water District of Southern California (Metropolitan) and supply  
16 Watermaster with Replacement Water purchased from Metropolitan. The third  
17 Responsible Agency is San Gabriel Valley Municipal Water District (San  
18 Gabriel District) which has contracted with the State of California and has  
19 constructed facilities to deliver water from the State Water Project and, thus, can  
20 directly supply Watermaster with Replacement Water.

21 (b) Water Used Within the Basin. For water used within the Basin,  
22 the Responsible Agency within whose boundaries is located the place of use of  
23 water Produced from the Basin will determine the Responsible Agency from  
24 whom Watermaster shall purchase Replacement Water.

25 (c) Water Exported from the Basin. Except for water Produced from  
26 the Basin and used within the City of Sierra Madre (for which San Gabriel

1 District shall be the Responsible Agency), the place of such Production of water  
2 exported from the Basin shall determine the Responsible Agency from whom  
3 Watermaster shall purchase Replacement Water.

4 (d) Computations of the Amount of Replacement Water to be  
5 Purchased from Responsible Agencies. In computing the amount of  
6 Replacement Water to be provided by a Responsible Agency, Watermaster  
7 shall:

8 (1) Determine the Replacement Water requirement of each  
9 Party to the Judgment and apportion such Replacement Water  
10 requirement as required in (b) and (c) above;

11 (2) Calculate the total Replacement Water requirement for  
12 each Responsible Agency as determined in (1) above;

13 (3) Tabulate Interagency Transfers of water rights as  
14 described in (e) (1) below;

15 (4) Calculate the Net Interagency Transfer adjustment as  
16 described in (e) (2) below;

17 (5) Determine the adjusted Replacement Water requirements,  
18 calculated for each Responsible Agency as required in (e) below; and

19 (6) Determine the effect of deferred Replacement Water  
20 requirements as calculated in (h) below.

21 (e) Net Interagency Transfer Adjustment and Replacement Water  
22 Requirement. Replacement Water requirements as heretofore calculated shall be  
23 modified by a "Net Interagency Transfer Adjustment." "Interagency Transfer"  
24 shall mean the aggregate amount of Production Right resulting from the  
25 temporary transfer of all or a portion of a Pumper's Share of Operating Safe  
26 Yield, or a Base Annual Diversion Right, or the Diversion Component or

1 Pumping Component of an Integrated Production Right for use within the  
2 boundaries of a Responsible Agency other than the Responsible Agency within  
3 which such water rights were developed and adjudicated.

4 The annual Replacement Water requirement resulting from Net  
5 Interagency Transfers for each Responsible Agency shall be calculated as  
6 follows:

7 (1) Net Interagency Transfers shall be calculated for each  
8 Responsible Agency as the difference between such rights transferred for  
9 use outside or partially outside that Responsible Agency and such rights  
10 transferred for use within or partially within that Responsible Agency.

11 (2) Tabulate the total Interagency Transfers of water rights,  
12 calculated for each of the Responsible Agencies in (1) above. The sum  
13 of said total Interagency Transfers for each of the three Responsible  
14 Agencies is that Responsible Agency's Net Interagency Transfer  
15 Adjustment. The total of such adjustments for all Responsible Agencies  
16 shall equal zero. The Responsible Agency(s) having a positive amount  
17 shall have this Net Interagency Transfer Adjustment added to the  
18 Replacement Water requirement computed for it in (d) (2) above. The  
19 Responsible Agency(s) having a negative amount shall have this Net  
20 Interagency Transfer Adjustment subtracted from the Replacement  
21 Water requirement calculated for it in (d) (2) above.

22 (f) Special Provisions.

23 (1) The Replacement Water requirement calculated for each  
24 of the Responsible Agencies in (e) (2) above cannot exceed the total  
25 quantity of Replacement Water obligation calculated for all Responsible  
26 Agencies, and/or;

1 (2) If the Replacement Water requirement calculated in (e)  
2 (2) above results in a negative value, that negative value shall be  
3 adjusted to zero, as described in (h) below.

4 (g) Special Provisions Re Alhambra Exchange. An adjustment shall  
5 be made to San Gabriel District's calculated Replacement Water requirement, if  
6 necessary, to allow Upper District to deliver an amount of Replacement Water to  
7 the City of Alhambra equal to the quantity delivered through connection USG-5  
8 for the previous year, the year in which the Replacement Water requirement was  
9 incurred.

10 (h) Adjustments to Calculated Replacement Water Requirements.  
11 Adjustments to Replacement Water requirements resulting from the calculations  
12 in (f) (2) or (g) above shall be apportioned as follows:

13 (1) As between Upper District and Three Valleys District, the  
14 district with a negative value shall have added to it an amount sufficient  
15 to equal zero, that amount shall be subtracted from the Replacement  
16 Water requirement of the other Responsible Agency, but it shall not be  
17 reduced to less than zero. If a negative balance still exists, then it shall  
18 be subtracted from San Gabriel District.

19 (2) If San Gabriel District's Replacement Water requirement  
20 is less than zero, it shall be adjusted to zero by deducting equal amounts  
21 of San Gabriel District's adjustment from both Upper District and Three  
22 Valleys District.

23 (3) All adjustments shall be accumulated in a Deferred  
24 Replacement Water Requirement Account for each of the Responsible  
25 Agencies. In future years when deliveries of Replacement Water may be  
26 made by a Responsible Agency, up to the amount, or any portion of the

1 amount, in the Deferred Replacement Water Requirement Account, such  
2 deliveries will be equally subtracted from the Replacement Water  
3 requirement of the Responsible Agency(s) from which it was derived in  
4 (1) and/or (2) above for that year so long as such deliveries shall not  
5 cause total deliveries of all Responsible Agencies to exceed the amounts  
6 provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the  
7 time that deliveries are made by a Responsible Agency from its  
8 Deferred Replacement Water Requirement Account, Watermaster shall  
9 pay to that Responsible Agency its price prevailing at that time for  
10 Replacement Water.

11 (i) Advanced Delivery Account. Whenever the total quantity  
12 calculated in (e) (1) above, is less than that delivered to the City of Alhambra  
13 through USG-5 for the previous year, an accounting of the difference shall be  
14 maintained in an "Advanced Delivery Account" and such difference, or as  
15 much as possible thereof, shall be subtracted from the Replacement Water  
16 Requirement of Upper District in the next year when an obligation to deliver  
17 Replacement Water exists for Upper District.

18 28. Ground Water Quality Management. The Watermaster, Upper District,  
19 San Gabriel District, and San Gabriel Valley Water Association, through a Joint  
20 Resolution dated February-March 1989, affirmed their commitment to participate in a  
21 coordinated federal, state and local response to contamination of Ground Water supplies  
22 of the Basin for both the purpose of preventing additional contamination and the  
23 purpose of cleaning up and limiting the spread of existing contamination. The entities  
24 adopting that Joint Resolution designated and accepted Watermaster as the entity to  
25 coordinate local involvement in the efforts to preserve and restore the quality of Ground  
26 Water within the Basin. Watermaster sought and received additional powers from the

1 Court to regulate extractions of water from the Basin for water quality control purposes,  
2 and this Section 28 is to implement the same. These efforts shall be that any New or  
3 Increased Extraction to meet water needs from the Basin shall include planned  
4 treatment in existing areas of High Level Degradation or Contamination. An important  
5 part of exercising these additional powers and coordinating federal, state and local  
6 responses to contamination of the Basin's water supplies is the collection and  
7 compilation of essential data from Producers and the expeditious distribution of such  
8 data to the proper state and federal regulatory agencies involved in water quality  
9 matters in the Basin.

10 (a) Watermaster Approvals. Each Producer shall, after the effective  
11 date of this amendment to these Rules and Regulations (June 28, 1991), apply to  
12 Watermaster, on forms provided by Watermaster, for a permit to do any of the  
13 following:

- 14 - Construct any well;
- 15 - Deepen any existing well;
- 16 - Modify the perforations of the casing of any existing well;
- 17 - Notwithstanding natural fluctuations in Basin water levels, physically  
18 increase or decrease the Effective Extraction Capacity of any existing  
19 well, including that which may occur due to installation or modification  
20 of pipelines, booster pumps or other distribution system components, as  
21 of said effective date of these Rules and Regulations;
- 22 - Abandon any existing well; or
- 23 - Construct, relocate or abandon Ground Water Treatment Facilities.

24 Such application will be acted upon by Watermaster no later than at its first  
25 regular meeting following sixty (60) days after receipt of the complete  
26 application. If an emergency exists, Watermaster shall expedite its actions to the  
maximum extent practicable.

(b) Watermaster Directed Change in Water Production.

(1) Based on available data, Watermaster's Five-Year Plan,  
and/or Ground Water modeling, Watermaster will, for water quality protection

1 purposes, direct any Producer to increase, decrease or cease Production from  
2 existing wells, initiate new well Production or deliver water to or accept water  
3 from another water system or direct a Producer to obtain water from another  
4 source in-lieu of Pumping from its own wells, or take other appropriate actions  
5 in compliance with an approved Watermaster plan by giving such Producer  
6 advanced written notice thereof, specifying a time certain for compliance.

7 (2) The increase in cost to a Producer resulting from a  
8 Watermaster directed change in water Production shall not be borne by the  
9 Producer, but will be reimbursed to the Producer by Watermaster through In-  
10 Lieu Water Assessments levied by Watermaster, unless such funding is made  
11 available from other sources such as federal, state or local governmental entities  
12 or by those found to be responsible for the contamination in the Basin which  
13 caused Watermaster to direct the change in Production by the Producer.

14 (c) Producer Data, Initial Submittal. After June 28, 1991, Producers  
15 shall submit, within sixty (60) days of Watermaster's request, initial data in a  
16 form acceptable to Watermaster, to update and ensure the accuracy of the  
17 existing Basin database. The data shall include:

18 (1) Identification and location of all Active, Inactive or  
19 Abandoned Wells;

20 (2) Water quality data concerning organic compounds,  
21 nitrates and any other water quality parameters as specified by  
22 Watermaster, including all data from other sampling Producers may  
23 conduct in addition to governmental requirements;

24 (3) Available construction details of each well owned or  
25 operated by Producer, as well as all logs (driller's, electric, etc.);

26 (4) Depths or zones from which water is extracted from each

1 well, if available; and

2 (5) A current map of the main water transmission system of  
3 Producer's distribution system showing the location and sizes of  
4 transmission mains and storage reservoirs, all interconnections with  
5 other systems and their sizes and capacities, and any other data pertinent  
6 to the transmission (but not distribution to customers) of water through  
7 the Producer's system.

8 (d) Quarterly Reports. After the initial submittal of data per  
9 subparagraph (c) above, the following data shall be submitted by all Producers  
10 to Watermaster quarterly, on or before the last day of January, April, July and  
11 October:

12 (1) Chemical water quality data collected during the quarter  
13 and provided to any state, federal or local public agency;

14 (2) Data described under Section 28 (c) (3), (4) and (5)  
15 hereof which supplement, amend or change the data previously  
16 submitted by a Producer; and

17 (3) All data from other sampling which Producers may  
18 conduct in addition to governmental requirements.

19 (e) Operating Principles. Any New or Increased Extraction by a  
20 Producer in the Basin to meet water supply needs shall have prior Watermaster  
21 approval, shall not contribute to contaminant migration, and shall include  
22 planned treatment in existing areas of High-level Degradation and  
23 Contamination. In giving such approval, Watermaster shall consider the  
24 cumulative effects of multiple actions by all Producers in the area of concern by  
25 using available information, the Five-Year Plan, and Ground Water modeling.  
26 If Watermaster determines that a proposed new well is a Replacement Well and



1 is not a New or Increased Extraction, the requirement for Planned Treatment in  
2 existing areas of High-level Degradation and Contamination may be waived.

3 (f) Emergency Exemptions. Where a Producer's water supply or  
4 water quality problem is so urgent that the viable option for maintaining an  
5 adequate short-term supply that meets drinking water standards involves an  
6 action in conflict with the operating principles outlined in Section 28 ( e) hereof,  
7 Watermaster may approve a short-term action contingent upon the Applicant  
8 Producer concurrently submitting an acceptable long-term action plan with  
9 acceptable deadlines for implementation. In general, the long-term action plan  
10 must be approved prior to or concurrently with the short-term action.

11 (g) Water Quality and Supply Plans. To assure that Pumping does  
12 not lead to further degradation of water quality in the Basin, a Five- Year Water  
13 Quality and Supply Plan must be prepared and updated annually by  
14 Watermaster, projecting water supply requirements and water quality conditions  
15 for each period of five (5) calendar years beginning November 1, 1991, and  
16 each November 1 thereafter. This Plan will also include a water quality  
17 monitoring element to obtain supplemental information as needed to assist in  
18 projecting contamination levels. Watermaster will supply the Producers with  
19 projections of contaminant migration by June 1 of each year for the preparation  
20 of these Water Quality and Supply Plans.

21 Each purveyor of potable water produced from the Basin shall  
22 submit the following information to Watermaster by July 31 of each year:

23 (1) Projected quarterly water supply requirements for each of  
24 the following five calendar years and the proposed pumping rates, in  
25 gallons per minute, for each well;

26 (2) Identification of each Production well known to contain

1 contaminants and the contaminant levels;

2 (3) Proposed methods for meeting the water supply  
3 requirements of the system if contaminant levels are, or are projected by  
4 Watermaster to become, greater than drinking water standards; and

5 (4) Any intended treatment facility.

6 Watermaster shall analyze the information submitted by Producers and  
7 develop an overall draft Basin Water Quality and Supply Plan. A draft Plan will  
8 be submitted by Watermaster to the Los Angeles Regional Water Quality  
9 Control Board, and for public review and comment per Section 28 (i) hereof, by  
10 November 1. Appropriate modifications resulting from comments received will  
11 be reflected in the final draft, and a staff report providing an explanation of  
12 decisions will be made available.

13 (h) Ground Water Treatment Facilities.

14 (1) Producers in the Basin shall notify Watermaster in  
15 advance at the initial stages of planning of their intent to construct any  
16 Facility to remove volatile organic compounds (VOCs), nitrates, or other  
17 contaminants from water Produced from the Basin. Such notice shall  
18 include the following information:

- 19 - the intended location and a description of the Treatment  
20 Facility;
- the water production capacity;
- 21 - the rate of contaminant removal capacity;
- 22 - the expected concentration of all identified contaminants in the  
water to be treated;
- 23 - the expected concentration of all identified contaminants in the  
water after treatment;
- 24 - the intended disposition of all water to be treated;
- the expected initiation date and period of time over which the  
Treatment Facility will operate; and
- 25 - the expected capital and operating costs of the Treatment  
26 Facility.

(2) In addition, the Producer shall describe all necessary

1 permits and/or all permits for which it has applied or has received from  
2 all regulatory agencies with regard to such Treatment Facility and shall  
3 supply to Watermaster copies of all environmental documents required  
4 under the California Environmental Quality Act and/or the National  
5 Environmental Protection Act. No construction of such Treatment  
6 Facilities shall be initiated without the prior written approval of  
7 Watermaster. Watermaster shall promptly examine each submittal for  
8 compatibility with available information, the Five- Year Plan and the  
9 operating principles, and notify the Applicant of its findings and decision  
10 regarding such proposed Treatment Facility no later than at its first  
11 regular meeting following sixty (60) days after receipt of a complete  
12 submittal by the Producer. Watermaster will also report its determination  
13 to the Los Angeles Regional Water Quality Control Board.

14 (3) All operators of Treatment Facilities shall report quarterly  
15 to Watermaster at least the following information:

- 16 - name or other designation of the Treatment Facility;
- 17 - quantity of water treated during quarter;
- 18 - quantity of each contaminant removed;
- 19 - quality of water before treatment, at beginning and end  
20 of each quarter;
- 21 - quality of water after treatment, at beginning and end of  
22 each quarter; and
- 23 - operation and maintenance costs for each quarter.

24 (i) Decision Making Process. Hearings and Appeals.

25 (1) All Watermaster determinations relating to the control of  
26 Pumping for water quality purposes shall be based upon a staff  
recommendation and information and recommendations received from  
or furnished by affected Producers. Staffs recommendation shall result  
from staff's analysis of information presented by interested Parties, all

1 available water quality data, Watermaster's Five-Year Plan, Ground  
2 Water modeling and other water quality trend analysis reports, and will  
3 be based on the operating principles set forth in these rules. Staff shall  
4 provide supporting data to document each recommendation that it makes  
5 to Watermaster. After consideration of the staff recommendation and  
6 public comment provided at the Watermaster meeting, Watermaster  
7 shall make a final decision.

8 (2) Public hearings on Watermaster's draft annual Five-Year  
9 Water Quality and Supply Plan will be held following a thirty (30) day  
10 public review and comment period. A notice of the availability of such  
11 draft will be sent to all Parties to the Judgment as well as to all other  
12 interested Parties following the regular Watermaster meeting in  
13 November of each year, along with a notice of the date, time and place  
14 of the public hearing, to be scheduled not less than thirty (30) days after  
15 the mailing date of the notice of availability of the draft Plan. A notice  
16 of public hearing will also be published in the San Gabriel Valley's key  
17 local newspaper(s) at the beginning of the public review period.  
18 Consideration of comments received is described in Section 28 (g)  
19 hereof.

20 (3) Appeal of a Watermaster decision may be made to the  
21 Watermaster who shall notice and consider the same at a public hearing.  
22 Actions by the Watermaster are subject to review by the Court. Any  
23 Party may, by a regularly noticed motion, petition the Court for review  
24 of Watermaster's action or decision. Notice of such motion shall be  
25 served and filed within ninety (90) days after such Watermaster action  
26 or decision.

1  
2 29. Watermaster-directed Groundwater Management Programs. Upon written  
3 request by any Party, or on recommendation of Watermaster staff, Watermaster may  
4 initiate an investigation of existing or proposed pumping activities, groundwater levels,  
5 recharge potential and other factors that influence groundwater supply in any specific  
6 area of the Basin. Based on the findings of the investigation, and in accordance with  
7 Section 40(a) of the Judgment, Watermaster may determine that a groundwater  
8 management program is needed to assure equitable water supply availability to all  
9 affected Parties in the investigation area. Such a program may require that Producers  
10 reduce pumping from one or more wells, take water from another source in lieu of  
11 pumping groundwater, or a combination of those and/or other measures; however, no  
12 program adopted by Watermaster pursuant to this section shall effect a modification or  
13 amendment of the quantities specified in the declared rights of any Party under the  
14 Judgment.

15 If Watermaster determines such a management program is needed within a  
16 specific area of the Basin, Watermaster will develop the program with review and  
17 comment by affected Parties, and will first attempt to facilitate its implementation  
18 through voluntary agreements among the various affected Parties. Watermaster may  
19 also participate in such agreements as appropriate, subject to court approval.

20 If any affected Party refuses voluntary participation in the groundwater  
21 management program, or if the affected Parties cannot reach agreement within a  
22 reasonable time not to exceed 12 months from the date that Watermaster receives the  
23 draft program at a regular meeting, Watermaster will consider adoption of the program  
24 at a duly noticed public hearing and, if the program is adopted, will seek court approval  
25 of the program as part of the Watermaster Operating Criteria set forth in the Judgment.  
26 Watermaster will implement the program upon court approval and may use funds  
collected through the In-lieu Assessment to reimburse a Producer for costs incurred

beyond normal operating costs to comply with the Watermaster-directed groundwater management program.

1 APPENDIX "A"

2 DEFINITIONS

3 (a) Base Annual Diversion Right -- The average annual quantity of water  
4 which a Diverter has the right to Divert for Direct Use.

5 (b) Direct Use -- Beneficial use of water other than for spreading or Ground  
6 Water recharge.

7 (c) Divert or Diverting -- To take waters of any surface stream within the  
8 Relevant Watershed.

9 (d) Diverter -- Any Party who Diverts.

10 (e) Elevation -- Feet above mean sea level.

11 (f) Fiscal Year -- The period July 1 through June 30, following.

12 (g) Ground Water -- Water beneath the surface of the ground and within the  
13 zone of saturation.

14 (h) Ground Water Basin -- An interconnected permeable geologic formation  
15 capable of storing a substantial Ground Water supply.

16 (i) Integrated Producer -- Any Party that is both a Pumper and a Diverter,  
17 and has elected to have its rights adjudicated under the optional formula provided in  
18 Section 18 of the Amended Judgment.

19 (j) In-Lieu Water Cost -- The differential between a particular Producer's  
20 cost of Watermaster directed Produced, treated, blended, substituted or Supplemental  
21 Water delivered or substituted to, for, or taken by such Producer in-lieu of his cost of  
22 otherwise normally producing a like amount of Ground Water.

23 (k) Judgment -- Judgment entered in Los Angeles Superior Court Civil  
24 Action No. 924128, entitled "Upper San Gabriel Valley Municipal Water District v.  
25 City of Alhambra, et al." as amended.

26 (l) Key Well -- Baldwin Park Key Well, being elsewhere designated as

1 State Well No. IS/10W-7R2, or Los Angeles County, Department of Public Works,  
2 Well No. 3030-F. Said well has a ground surface elevation of 386.7.

3 (m) Long Beach Case -- Los Angeles Superior Court Case No. 722647,  
4 entitled "The Board of Water Commissioners of the City of Long Beach, et al, v. San  
5 Gabriel Valley Water Company, et al."

6 (n) Main San Gabriel Basin or Basin -- The Ground Water Basin underlying  
7 the area shown as such on Exhibit "A" of the Judgment.

8 (o) Make-up Obligation -- The total cost of meeting the obligation of the  
9 Basin to the area at or below Whittier Narrows, pursuant to the Judgment in the Long  
10 Beach Case.

11 (p) Minimal Producer -- Any Producer whose Production in any Fiscal Year  
12 does not exceed five (5) acre-feet.

13 (q) Natural Safe Yield -- The quantity of natural water supply which can be  
14 extracted annually from the Basin under conditions of the long-term average annual  
15 supply, net of the requirement to meet downstream rights as determined in the Long  
16 Beach Case (exclusive of Pumped export), and under cultural conditions as of a  
17 particular year.

18 (r) Operating Safe Yield -- The quantity of water which Watermaster  
19 determines may be Pumped from the Basin in a particular Fiscal Year, free of the  
20 Replacement Water Assessment under the Physical Solution of the Judgment.

21 (s) Overdraft -- A condition wherein the total annual Production from the  
22 Basin exceeds the Natural Safe Yield thereof.

23 (t) Overlying Rights -- The right to Produce water from the Basin for use on  
24 Overlying Lands, which rights are exercisable only on specifically defined Overlying  
25 Lands and which cannot be separately conveyed or transferred apart therefrom.

26 (u) Physical Solution -- The Court-decreed method of managing the waters



1 of the Basin so as to achieve the maximum utilization of the Basin and its water supply,  
2 consistent with the rights declared in the Judgment.

3 (v) Prescriptive Pumping Right -- The highest continuous extraction of  
4 water by a Pumper from the Basin for beneficial use in any five (5) consecutive years  
5 after commencement of Overdraft and prior to filing of the action, as to which there has  
6 been no cessation of use by that Pumper during any subsequent period of five (5)  
7 consecutive years prior to the filing of said action.

8 (w) Produce or Producing -- To Pump or Divert water from the Basin.

9 (x) Producer -- A Party who Produces water from the Basin.

10 (y) Production -- The annual quantity of water Produced from the Basin,  
11 stated in acre-feet.

12 (z) Pump or Pumping -- To extract ground water from the Basin by  
13 Pumping or by any other method.

14 (aa) Pumper -- A Party who Pumps water.

15 (bb) Pumper's Share -- A Pumper's right to a percentage of the entire Natural  
16 Safe Yield, Operating Safe Yield and appurtenant Ground Water storage of the Basin.

17 (cc) Reclaimed Water -- Water which, as a result of treatment of waste, is  
18 suitable for a direct beneficial use or a controlled use that would not otherwise occur.

19 (dd) Relevant Watershed -- That portion of the San Gabriel River Watershed  
20 tributary to Whittier Narrows which is shown as such on Exhibit "A" to the Judgment  
21 and the exterior boundaries of which are described in Exhibit "B" of the Judgment.

22 (ee) Replacement Water -- Water purchased by Watermaster to replace: (1)  
23 Production in excess of a Pumper's Share of Operating Safe Yield; (2) the consumptive  
24 use portion resulting from the exercise of an Overlying Right; and (3) Production in  
25 excess of a Diverter's right to Divert for Direct Use.

26 (ff) Responsible Agency -- The municipal water district which is the normal

1 and appropriate source from whom Watermaster shall purchase Supplemental Water for  
2 replacement purposes under the Physical Solution of the Judgment, being one of the  
3 following:

4 (1) Upper District -- Upper San Gabriel Valley Municipal Water  
5 District, a member public agency of The Metropolitan Water District of Southern  
6 California (MWD).

7 (2) San Gabriel District -- San Gabriel Valley Municipal Water  
8 District, which has a direct contract with the State of California for State Project water.

9 (3) Three Valleys District -- Three Valleys Municipal Water District,  
10 a member public agency of MWD.

11 (gg) Stored Water -- Supplemental Water stored in the Basin pursuant to a  
12 Cyclic Storage Agreement with Watermaster as authorized by Section 34(n) of the  
13 Judgment herein.

14 (hh) Supplemental Water -- Non-tributary water imported through a  
15 Responsible Agency and Reclaimed Water.

16 (ii) Transporting Parties -- Any Party who has transported water from the  
17 Relevant Watershed or Basin to an area outside thereof within the Year immediately  
18 preceding the entry of Judgment, and any Party presently or hereafter having an interest  
19 in lands or having a service area outside the Basin or Relevant Watershed contiguous to  
20 lands in which it has an interest or a service area within the Basin or Relevant  
21 Watershed. Division by a road, highway, or easement shall not interrupt contiguity.  
22 Said term shall also include the City of Sierra Madre, or any Party supplying water  
23 thereto, so long as the corporate limits of said City are included within one of the  
24 Responsible Agencies.

25 (jj) Water Level -- The measured Elevation of water in the Key Well,  
26 corrected for any temporary effects of mounding caused by replenishment or local

1 depressions caused by Pumping.

2 (kk) Year -- A calendar year, unless the context clearly indicates a contrary  
3 meaning.

4 **The following are supplemental definitions relating to Section 28 of these**  
5 **rules and regulations.**

6 (ll) New Extraction -- Any extraction from the Main San Gabriel Basin  
7 using a well or other Ground Water extraction facility that becomes active for the first  
8 time for water supply purposes on ,or after June 28, 1991.

9 (mm) Increased Extraction (Decreased) -- Any modification to an existing well  
10 or extraction facility that physically increases (or decreases) the Effective Extraction  
11 Capacity of that well or extraction facility. Such modifications may include: (1)  
12 changing the well depth, (2) modifying the perforation intervals, (3) modifying the  
13 pump and/or motor, (4) installing or modifying distribution pipelines, (5) installing or  
14 modifying booster pumps, and (6) installing or modifying other distribution system  
15 components. Normal maintenance work would be excluded.

16 (nn) Effective Extraction Capacity -- The actual capacity of a well or  
17 extraction facility to extract Ground Water from the Basin using the pumping  
18 equipment and system appurtenances in good working order as they existed on June 28,  
19 1991.

20 (oo) Treatment Facility -- Any facility that provides treatment for  
21 contaminated Ground Water in order to meet drinking water standards.

22 (pp) Planned Treatment -- A specific Treatment Facility with a designated  
23 source of Ground Water supply and schedule for development.

24 (qq) Active Well -- Any well used or that could be used without  
25 modifications to extract Ground Water.

26 (rr) Inactive Well -- Any well that is not in service at the time of filing of an

1 application hereinunder.

2 (ss) Abandoned Well -- A well that has been abandoned in accordance with  
3 the provisions of state, county or local laws and regulations.

4 (tt) High-level Degradation and Contamination -- Ground Water containing  
5 contaminants in excess of the federal or state maximum contaminant level. Some areas  
6 of the Basin contain higher contaminant concentrations than others and Treatment  
7 Facilities shall be planned to extract Ground Water from the higher level areas of  
8 contamination in the Basin.

9 (uu) Replacement Well -- A new well that will replace an existing well due to  
10 structural or mechanical failure, which is located in the same general vicinity and which  
11 has the same physical characteristics (size, depth, perforation intervals) and design  
12 extraction capacity as the well it is replacing.

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APPENDIX "B"  
SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

This summary of critical dates and actions for Watermaster is presented for the convenience of Watermaster members, the Parties and others in carrying out the provisions of the Court Judgment. It does not necessarily include all critical dates and actions under the Judgment.

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

1. Watermaster members' terms of office.

January 1 - December 31.

2. Watermaster's first meeting in January.

(a) Election of Watermaster Chairman and Vice-Chairman (from Watermaster membership) and selection of Secretary, Treasurer and assistants (who may, but need not, be Watermaster members). Watermaster Rules and Regulations, Section 6 (R/R 6)

(b) Order Engineering Report for Preliminary Determination of Operating Safe Yield. (R/R 14(a))

3. January 31 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.

4. March - Receive San Gabriel River Watermaster Report.

5. Watermaster's first meeting in April.

Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for the next five Fiscal Years and mail a copy thereof to all Parties at least ten (10) days prior to a hearing thereon and which said hearing shall commence at Watermaster's first meeting in May. (R/R 14(a))

6. April 30 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.

7. Watermaster's first meeting in May.

(a) Hearing on Preliminary Determination for Watermaster to make Final Determination of Operating Safe Yield. (R/R 14(b)) Within thirty (30) days of the Final Determination of the Operating Safe Yield a copy of the Final Report

1 and Determination must be mailed to each Pumper and Integrated Producer,  
2 including a statement of their entitlements under such Determination.(R/R  
3 14(c))

4 (b) Budget.

5 Adopt a proposed Administration Budget for the succeeding Fiscal Year and  
6 within fifteen (15) days mail a copy thereof together with a statement of the  
7 level of the Administration Assessment levied by Watermaster which will be  
8 collected for purposes of raising the necessary funds for said budget. (R/R  
9 18(a))

10 (c) Assessments.

11 In addition to the Administration Assessment, Watermaster shall levy the  
12 Replacement Water Assessment, Make-up Obligation Assessment and the In-  
13 lieu Water Assessments, if any. (R/R 19)

- 14 8. June 1 - Watermaster to supply Producers with projections of contaminant  
15 migration by June 1. (R/R 28(g))
- 16 9. July - Authorize preparation of Annual Watermaster Report. Receive tentative  
17 budget from San Gabriel River Watermaster.
- 18 10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of  
19 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section  
20 28 (d), due to Watermaster. Producers of potable water from the Basin must  
21 submit to Watermaster the data required by Section 28(g).
- 22 11. August 15 - On or before this date Watermaster must give written notice of all  
23 applicable Assessments to all Parties. (R/R 19)
- 24 12. September 20 - All Assessments payable to Watermaster. (R/R 19(a))
- 25 13. September 30 - Must pay Upper Area share of San Gabriel River Watermaster  
26 budget by this date.

- 1           14.   October 1 - Mail Notice of Nomination Election of Producer representatives to  
2                   be held at Watermaster's November meeting. (R/R 19(a))
- 3           15.   October 31 - Quarterly Reports, as required by the Rules and Regulations, of  
4                   Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
5                   (d), due to Watermaster.
- 6           16.   November
- 7                   (a) Watermaster Annual Report filed with the Court and copies mailed to each  
8                   Party by November 1. (R/R 24)
- 9                   (b) Draft Annual Five-Year Water Quality and Supply Plan under Section 28 (g)  
10                  to be filed with the Los Angeles Regional Quality Control Board and circulated  
11                  for public review and comment by November 1.
- 12                  (c) Prior to Watermaster's meeting in November, nomination of Public  
13                  Representatives to Watermaster by Upper District and San Gabriel District.
- 14                  (d) Watermaster's meeting in November--election of six Producer  
15                  Representatives for nomination to Watermaster. (R/R 9(b)) Petition Court for  
16                  confirmation of nominees and give notice of hearing on Petition to all Parties.  
17                  Within ninety (90) days of a vacancy on Watermaster, it shall be filled by  
18                  nomination by Upper District or San Gabriel District if for a Public  
19                  Representative and by a special election at a Watermaster meeting for a  
20                  Producer Representative, after notice thereof to all Parties, and Watermaster  
21                  Petition (and notice thereof to all parties) for Court confirmation of nominee.  
22                  (R/R 10)



**PERMANENT TRANSFER OF WATER RIGHTS - PRESCRIPTIVE PUMPING RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_

\_\_\_\_\_ ("Seller") does hereby assign and transfer in perpetuity to  
\_\_\_\_\_, ("Buyer") all rights to the quantity of  
\_\_\_\_\_ acre-feet of the "Prescriptive Pumping Right" and the appropriate % of "Pumper's Share"  
adjudicated to Seller or his predecessor in the Judgment in the case of Upper San Gabriel Valley Municipal  
Water District, v. City of Alhambra, et al, Los Angeles Superior Court No. 924128, together with all the  
attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does ☐ does not ☐ include \_\_\_\_\_ acre-feet of "carry-over of unused rights"  
associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name of Designee (of Buyer) to receive  
service of Processes and Notices:

Name of Designee (of Seller) to receive  
service of Processes and Notices:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the  
service area where the water was used by Seller and a map of the service area where the water is intended to be used by  
the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part  
of the transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed "Stipulation Re Intervention After Judgment" if Buyer is not a party to the Judgment)

EXHIBIT A-1

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed  
the within Instrument as

\_\_\_\_\_,  
or on behalf of the Corporation therein named, and acknowledged to me that the Corporation  
executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the  
same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS – BASE ANNUAL DIVERSION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_  
\_\_\_\_\_ (“Seller”) does hereby assign and transfer in perpetuity to  
\_\_\_\_\_, (“Buyer”) all rights to the quantity of  
\_\_\_\_\_ acre-feet of the “Base Annual Diversion Right” adjudicated to Seller or his predecessor in  
the Judgment in the case of Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al,  
Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges  
pertaining thereto.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Designee (of Buyer) to receive  
service of Processes and Notices:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Designee (of Seller) to receive  
service of Processes and Notices:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the  
service area where the water was used by Seller and a map of the service area where the water is intended to be used by  
the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part  
of the transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed “Stipulation Re Intervention After Judgment” if Buyer is not a party to the Judgment)

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed  
the within Instrument as

\_\_\_\_\_,  
or on behalf of the Corporation therein named, and acknowledged to me that the Corporation  
executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_,

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the  
same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS – INTEGRATED PRODUCTION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_

\_\_\_\_\_ (“Seller”) does hereby assign and transfer in perpetuity to  
\_\_\_\_\_, (“Buyer”) all rights to the quantity of  
\_\_\_\_\_ acre-feet of the “Diversion Component” adjudicated to Seller or his predecessor in the  
Judgment in the case of Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al, Los  
Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining  
thereto.

(Check appropriate provision)

This transfer does ☐ does not ☐ include \_\_\_\_\_ acre-feet of “carry-over of unused rights”  
associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Designee (of Buyer) to receive  
service of Processes and Notices:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Designee (of Seller) to receive  
service of Processes and Notices:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the  
service area where the water was used by Seller and a map of the service area where the water is intended to be used by  
the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part  
of the transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed “Stipulation Re Intervention After Judgment” if Buyer is not a party to the Judgment)

EXHIBIT C-1

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed  
the within Instrument as

\_\_\_\_\_,  
or on behalf of the Corporation therein named, and acknowledged to me that the Corporation  
executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_,

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the  
same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

## TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_  
("Assignor") does hereby assign and transfer to \_\_\_\_\_, ("Assignee")  
commencing on \_\_\_\_\_ and terminating \_\_\_\_\_, on the following water right(s):

(Check following appropriate category)

☐ Production Right \_\_\_\_\_ AF

☐ Prescriptive Pumping Right \_\_\_\_\_ AF

☐ Base Annual Diversion Right \_\_\_\_\_ AF

☐ Integrated Production Right (consisting of  
\_\_\_\_\_ AF of "Prescriptive Pumping  
Component" and \_\_\_\_\_ AF of  
"Diversion Component")

☐ Carryover Right \_\_\_\_\_ AF

adjudicated to Assignor or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District,  
v. City of Alhambra, et al," Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

- (1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED: \_\_\_\_\_

ASSIGNEE

ASSIGNOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Designee (of Assignee) to receive  
service of Processes and Notices:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tel. No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Designee (of Assignor) to receive  
service of Processes and Notices:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tel. No.: \_\_\_\_\_

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledgments completed as part of the temporary transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION  
(To be accompanied by completed "Stipulation Re Intervention After Judgment" if Assignee is not a party to the Judgment)

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed  
the within Instrument as

\_\_\_\_\_,  
or on behalf of the Corporation therein named, and acknowledged to me that the Corporation  
executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the  
same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)



1 NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP  
2 FREDERIC A. FUDACZ, State Bar No. 050546  
3 ALFRED E. SMITH, State Bar No. 186257  
4 445 South Figueroa Street, 31st Floor  
5 Los Angeles, CA 90071-1602  
6 Telephone: (213) 612-7800  
7 Facsimile: (213) 612-7801  
8 Attorneys for Main San Gabriel Basin Watermaster

**EXEMPT FROM FILING FEES  
GOVERNMENT CODE § 6103**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

11 Upper San Gabriel Valley Municipal Water )  
12 District, )  
13 Plaintiff, )  
14 vs. )  
15 City of Alhambra, et al, )  
16 Defendant )  
17 )  
18 )

Case No.: C 924128  
STIPULATION RE INTERVENTION  
AFTER JUDGMENT OF  
\_\_\_\_\_

19 IT IS HEREBY STIPULATED by and between the Main San Gabriel Basin  
20 Watermaster for and on behalf of all parties to the instant action (pursuant to Section  
21 57 of the amended Judgment) and \_\_\_\_\_, the  
22 proposed Intervenor(s) herein, that said proposed Intervenor(s) may intervene in the  
23 instant action and become entitled to all of the benefits and bound by all of the  
24 burdens of the Judgment herein.

25  
26 The Court will consider the attached proposed Order confirming said  
27 Intervention at \_\_\_\_\_ o'clock \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, in  
28 Department 38, located at 111 North Hill Street, Los Angeles, California 90012.

1 Watermaster shall give at least 30 days notice to the parties herein of said  
2 hearing.

3  
4 DATED: WATERMASTER

5  
6 By \_\_\_\_\_  
7 Chairman

8 Attest:

9  
10 \_\_\_\_\_  
11 Secretary

12  
13 DATED: \_\_\_\_\_ INTERVENOR(S)

14 \_\_\_\_\_  
15  
16 By \_\_\_\_\_

17  
18 By \_\_\_\_\_

19  
20 Name of Intervenor's Designee:

21 \_\_\_\_\_  
22 Address of Designee:

23 \_\_\_\_\_  
24 \_\_\_\_\_  
25  
26 Telephone Number of Designee:

1 FREDERIC A. FUDACZ, State Bar No. 050546  
2 ALFRED E. SMITH, State Bar No. 186257  
3 NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP  
4 445 South Figueroa Street, 31st Floor  
5 Los Angeles, CA 90071-1602  
6 Telephone: (213) 612-7800  
7 Facsimile: (213) 612-7801  
8 Attorneys for Main San Gabriel Basin Watermaster

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 Upper San Gabriel Valley  
12 Municipal Water District,  
13 Plaintiff,

14 vs.

15 City of Alhambra, et al,  
16 Defendant

Case No.: C 924128

DESIGNEE TO RECEIVE FUTURE  
NOTICES FOR AND ON BEHALF OF  
DEFENDANT(S)

17  
18 Defendant(s)

19 hereby designates:

20 whose address is

21 and whose telephone number is as said Defendant's Designee to  
22 receive service of all future notices, determinations, requests, demands, objections, reports and  
23 other papers and processes to be served upon said defendant(s) or delivered to said defendant(s)  
24 herein.

25  
26 A copy hereof has been served upon the Watermaster herein, by mail, on

27 \_\_\_\_\_, 20\_\_.

28 DESIGNEE TO RECEIVE FUTURE NOTICES FOR AND ON BEHALF OF DEFENDANT(S)- 1

1 Executed under penalties of perjury at \_\_\_\_\_, California,  
2 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

3  
4 \_\_\_\_\_  
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DESIGNEE TO RECEIVE FUTURE NOTICES FOR AND ON BEHALF OF DEFENDANT(S)- 2

**NOTICE OF TRANSFER OF OVERLYING RIGHTS**  
**WITH PROPERTY TO WHICH THEY ARE APPURTENANT**

On \_\_\_\_\_, 20\_\_\_\_, the undersigned (or his predecessor), adjudged Overlying Rights on the property described in Exhibit 1 attached hereto and by this inference incorporated herein, in the case of "UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, v. CITY OF ALHAMBRA, ET AL," Los Angeles Superior Court No. 924128, transferred said property and said Overlying Rights appurtenant thereto to \_\_\_\_\_, whose address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_.

That said transferee hereby names \_\_\_\_\_  
Whose address is \_\_\_\_\_ and  
whose telephone number is \_\_\_\_\_ as his/her Designee to receive all  
future notices and processes in said action.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed as part of the transfer, and include Exhibit 1)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed "Exhibit E" if Buyer is not a party to the Judgment)

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed  
the within Instrument as

\_\_\_\_\_,  
or on behalf of the Corporation therein named, and acknowledged to me that the Corporation  
executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )§  
COUNTY OF LOS ANGELES )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public, personally appeared \_\_\_\_\_,

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the  
same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

Mailing Address:  
725 North Azusa Ave.  
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER  
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Recordation Number)

(Owner's Designation)

APPLICATION TO DRILL WATER WELL

(To Be Completed by Watermaster)

(1) APPLICANT:

Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF PROPOSED WELL:

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_

(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.)

(3) NAME OF WELL DRILLING CONTRACTOR: \_\_\_\_\_

(4) PROPOSED USE:

Municipal ( ) Irrigation ( ) Rotary ( )  
Domestic ( ) Industrial ( ) Cable ( )  
Water Quality Cleanup ( ) Other ( ) \_\_\_\_\_

(5) DRILLING EQUIPMENT:

(6) PROPOSED WELL CHARACTERISTICS:

A. Casing Installed: Gravel Packed:  
STEEL ( ) PLASTIC ( ) Yes ( ) No ( ) Size \_\_\_\_\_  
OTHER ( ) \_\_\_\_\_

From ft.	To ft.	Diam. or Wall	Diameter of Bore	Packed From ft.	To ft.

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

B. Perforations or Screen:

Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

C. Construction:

Will a surface sanitary seal be provided? Yes ( ) No ( )

To what depth? \_\_\_\_\_ ft.

Is any strata anticipated to be sealed against pollution?

Yes ( ) No ( )

If yes, note anticipated depth of strata

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Proposed method sealing \_\_\_\_\_

(7) WELL TESTS:

Will a pump test be made? Yes ( ) No ( ) If yes by whom?

Anticipated Well Yield \_\_\_\_\_

Will a chemical analysis be made? Yes ( ) No ( )

Will an electric log be made of well? Yes ( ) No ( ) (If yes, file

Copy with Watermaster upon well completion)

(8) PROPOSED PUMPING EQUIPMENT:

(A) Pump

Electric ( ) Natural Gas ( )

Propane ( ) Diesel ( )

Other ( ) \_\_\_\_\_

(B) Make \_\_\_\_\_

(C) Pump Size (hp) \_\_\_\_\_ (gpm) \_\_\_\_\_

(D) Design Efficiency \_\_\_\_\_

(9) PROXIMITY TO POTENTIAL SOURCES OF CONTAMINATION:

(A) Distance to nearest sewer line or septic tank \_\_\_\_\_ (ft.)

(B) Wells (Please provide distance, direction and name of nearest upgradient well(s) with volatile organic chemical or nitrate levels above a maximum contaminant level, if known.)

(10) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports and any other permits for construction of a new well upon completion of proposed well.

(11) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to drill a new well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, repair, modification, destruction and inactivation. The applicant will furnish the Watermaster a complete well log upon completion of well construction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action: Approved ( ) Denied ( )

Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

(Title)

## WELL LOCATION SKETCH

**Township** \_\_\_\_\_ **N/S**  
**Range** \_\_\_\_\_ **E/W**  
**Section No.** \_\_\_\_\_

- 

- EXHIBIT H-2



Mailing Address:  
725 North Azusa Ave.  
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER  
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)  
(Recordation Number)  
(Owner's Designation)

APPLICATION TO MODIFY EXISTING WATER WELL

(1) APPLICANT:

Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF PROPOSED WELL:

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_

(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) \_\_\_\_\_

(3) NAME OF WELL DRILLING CONTRACTOR: \_\_\_\_\_

(4) TYPE OF WORK:

Deepening ( ) Modify Perforations ( ) Increase Yield ( )  
Reconditioning ( ) Other ( ) \_\_\_\_\_

(5) PROPOSED USE: (6) DRILLING EQUIPMENT:

Municipal ( ) Irrigation ( ) Rotary ( )  
Domestic ( ) Industrial ( ) Cable ( )  
Water Quality Cleanup ( ) Other ( ) \_\_\_\_\_

Other ( ) \_\_\_\_\_

(7A) CASING INSTALLED (existing):

STEEL ( ) PLASTIC ( ) Gravel Packed: Yes ( ) No ( ) Size \_\_\_\_\_  
OTHER ( ) \_\_\_\_\_

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed	From ft.	To ft.

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

(7B) CASING INSTALLED (proposed):

STEEL ( ) PLASTIC ( ) Gravel Packed: Yes ( ) No ( ) Size \_\_\_\_\_  
OTHER ( ) \_\_\_\_\_

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed	From ft.	To ft.

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

(8A) PERFORATIONS OR SCREEN (existing):

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8B) PERFORATIONS OR SCREEN (proposed):

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(9A) EXISTING CONSTRUCTION:

Was a surface sanitary seal provided? Yes ( ) No ( )  
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes ( ) No ( )  
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

(9B) PROPOSED CONSTRUCTION:

Will a surface sanitary seal be provided? Yes ( ) No ( )  
To what depth? \_\_\_\_\_ ft.  
Is any strata anticipated to be sealed against pollution? Yes ( ) No ( )

If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Method of sealing \_\_\_\_\_

(10) WELL TESTS:

Was a pump test made? Yes ( ) No ( ) (If yes, attach most recent copy)  
\_\_\_\_\_ gal. min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.

Temperature of water \_\_\_\_\_

Was a chemical analysis made? Yes ( ) No ( )

Was electric log made of well? Yes ( ) No ( ) (If yes, attach most recent copy)

(11) WELL LOG:

Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.

Formation: Describe by color, character, size of material and structure \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(Please attach copy of existing well log. If well log is not available, describe well lithology in space provided or on attached page.) \_\_\_\_\_

(12) HISTORIC WELL MODIFICATIONS:

(On an attached page, please provide a chronology of all historic well modifications which may have affected well yield or water quality.)

(13A) EXISTING WELL PUMP DATA:

A. Pump Type:  
Electric ( ) Natural Gas ( ) Other ( )  
Propane ( ) Diesel ( )

B. Pump Performance:

Horsepower \_\_\_\_\_ (GPM)

Design Efficiency \_\_\_\_\_

(13B) PROPOSED WELL PUMP DATA:

A. Pump Type:  
Electric ( ) Natural Gas ( ) Other ( )  
Propane ( ) Diesel ( )

B. Pump Performance:

Horsepower \_\_\_\_\_ (GPM)

Design Efficiency \_\_\_\_\_

(14) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports and any other permits for modification of an existing well upon completion of modification of well.

(15) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to modify this well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will furnish the Watermaster a complete well log upon completion of well modification.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:

Approved ( ) Denied ( )

Date of Action: \_\_\_\_\_

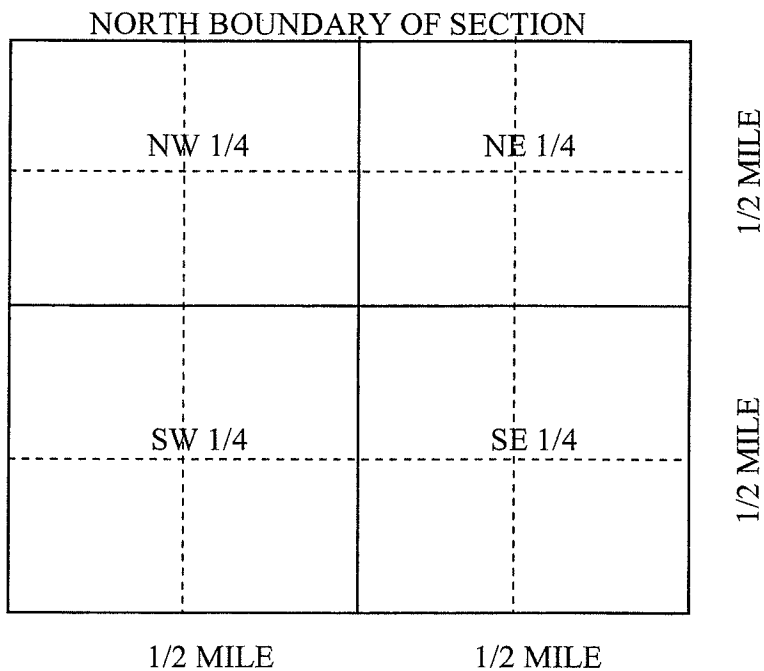
Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

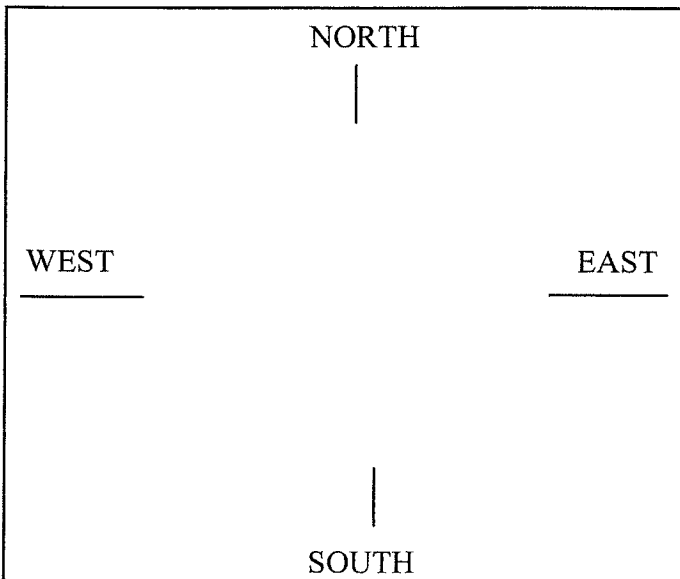
(Title)

# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

- A. Location of well in sectionized areas.**  
 Sketch roads, railroads, streams, or other features  
 as necessary.



- B. Location of well in areas not sectionized.**  
 Sketch roads, railroads, streams, or other  
 features as necessary. Indicate distances.

Mailing Address:  
725 North Azusa Ave.  
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER  
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Recordation Number)

(Owner's Designation)

APPLICATION TO DESTROY WELL

(1) APPLICANT:

Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF WELL:

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_

(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.)

(3) NAME OF WELL DRILLING CONTRACTOR: \_\_\_\_\_

(4) PURPOSE FOR DESTROYING WELL

Water Quality ( ) Physical ( )  
Other ( ) \_\_\_\_\_

(5) CURRENT USE:

Municipal ( ) Irrigation ( )  
Domestic ( ) Industrial ( )  
Water Quality Cleanup ( )  
Other ( ) \_\_\_\_\_

(6) EXISTING CASING INSTALLED:

STEEL ( ) PLASTIC ( ) Gravel Packed:  
OTHER ( ) Yes ( ) No ( ) Size \_\_\_\_\_

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed From ft.	To ft.

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

(7) EXISTING PERFORATIONS OR SCREEN:

Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8) CONSTRUCTION:

Was a surface sanitary seal provided? Yes ( ) No ( )

To what depth? \_\_\_\_\_ ft.

Were any strata sealed against pollution? Yes ( ) No ( )

If yes, note depth of strata

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Method of sealing \_\_\_\_\_

(9) WELL LOG: (Please provide a copy of well log.)

Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.

Formation: Describe by color, character, size of material and structure if well log cannot be provided.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(10) METHOD OF DESTROYING: (Please provide an explanation of how the well is to be destroyed including drawings showing the proposed method of destroying. Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers reports and any other permits for destruction of well following destruction of the well.)

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will notify the Watermaster upon completion of well destruction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:

Approved ( ) Denied ( )

Date of Action: \_\_\_\_\_

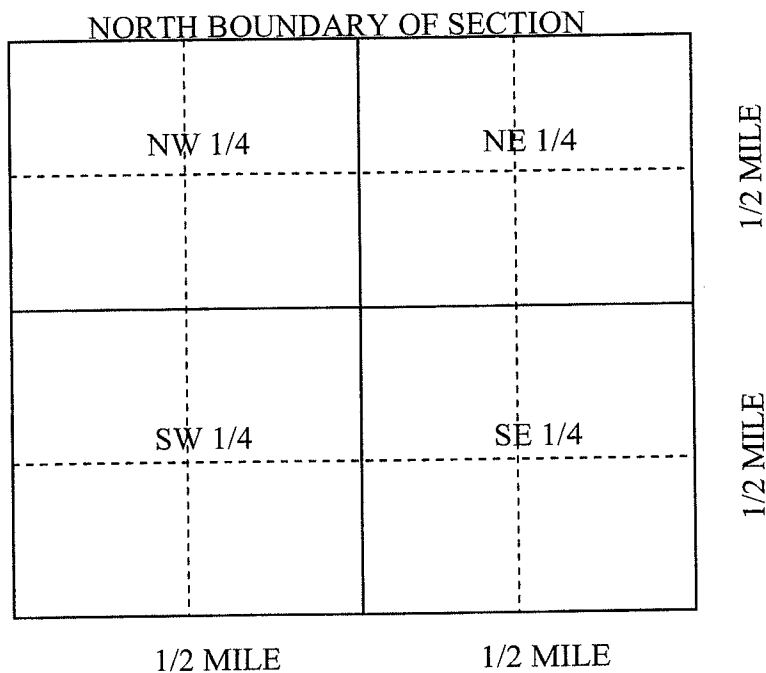
Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

(Title)

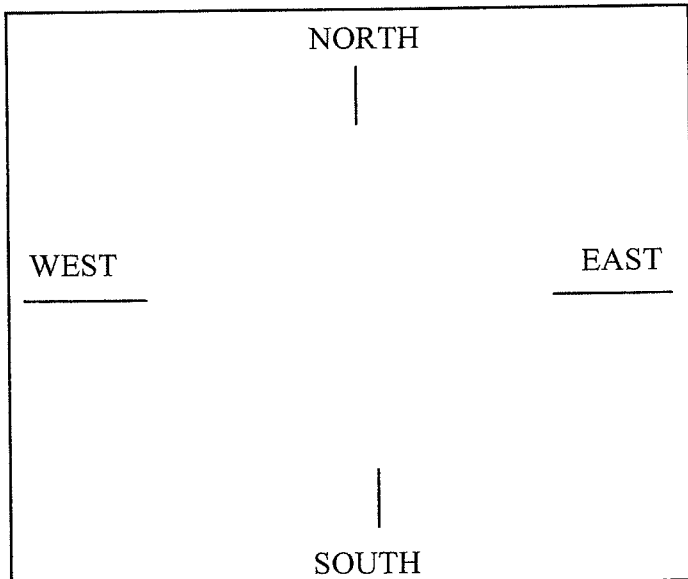
## WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

**A. Location of well in sectionized areas.**

Sketch roads, railroads, streams, or other features as necessary.



**B. Location of well in areas not sectionized.**

Sketch roads, railroads, streams, or other features as necessary. Indicate distances.

Mailing Address:  
725 North Azusa Ave.  
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER  
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

APPLICATION FOR WATER TREATMENT FACILITY

(1) APPLICANT:

Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF TREATMENT FACILITY:

Address \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

(Please include a map showing the location of the treatment facility relative to streets, buildings, water system facilities and other points of reference.)

(3) (A) NAME OF WATER TREATMENT FACILITY

CONTRACTOR: \_\_\_\_\_

(B) NAME OF DESIGN ENGINEER AND STATE

REGISTRATION NUMBER: \_\_\_\_\_

(4) PROPOSED ACTION AT TREATMENT FACILITY

Construction ( ) Modification ( ) Removal ( )

Destruction ( ) Other ( )

(5) DESCRIPTION OF FACILITY:

(A) Type of treatment:

Volatile Organic Chemical ( ) Nitrate ( ) Other ( )

(B) Please describe the treatment process to be used at the proposed treatment plant.

(C) Please list, by Owner Designation, all wells to be treated:

(6) ANTICIPATED TREATMENT FACILITY CAPACITY:

\_\_\_\_\_ Gallons Per Minute

\_\_\_\_\_ Acre-feet Per Year

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

Contaminant	Influent Concentration (Parts per Billion)	Effluent Concentration (Parts per Billion)	Contaminant Removal Rate (Percent)
Trichloroethylene (TCE)	_____	_____	_____
Tetrachloroethylene (PCE)	_____	_____	_____
1,1,1-Trichloroethane (1,1,1-TCA)	_____	_____	_____
Carbon Tetrachloride (CTC)	_____	_____	_____
1,1-Dichloroethylene (1,1-DCE)	_____	_____	_____
1,1-Dichloroethane (1,1-DCA)	_____	_____	_____
1,2-Dichloroethane (1,2-DCA)	_____	_____	_____
Others:	_____	_____	_____

(8) DISPOSITION OF ALL TREATED WATER:

(Please describe disposition of all treated water, and the corresponding annual amount of discharge.)

(9) INITIAL START-UP DATE:

(10) EXPECTED OPERATING SCHEDULE:

(A) Daily schedule \_\_\_\_\_

(B) Number of days each month (Please specify if operating schedule varies month-to-month)

(11) EXPECTED COSTS

(A) Capital cost: \$ \_\_\_\_\_

(B) Operation and maintenance: \$ \_\_\_\_\_ /AF.

(12) REGULATORY PERMITS: Please describe all necessary permits and/or all permits for which you have applied or have received from all regulatory agencies with regard to the proposed treatment facility. Please supply to Watermaster, copies of all environmental documents required under the California Environmental Quality Act and/or the National Environmental Protection Act.

(13) Applicant acknowledges it will comply with all portions of Section 28 of Watermaster's Rules and Regulations pertaining to quarterly data submittal, for treatment plant operation, to Watermaster. Specifically, at least the following data shall be provided on a quarterly basis:

- Name or other designation of treatment facility;
- Quantity of water treated during quarter;
- Quantity of each contaminant removed;
- Quality of water before treatment, at beginning and end of each quarter;
- Quality of water after treatment, at beginning and end of each quarter; and
- Operation and maintenance costs for each quarter.

(14) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to install a water treatment facility.

Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to treatment plant construction, operation, repair, modification, destruction and inactivation.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:

Approved ( ) Denied ( )

Date of Action: \_\_\_\_\_

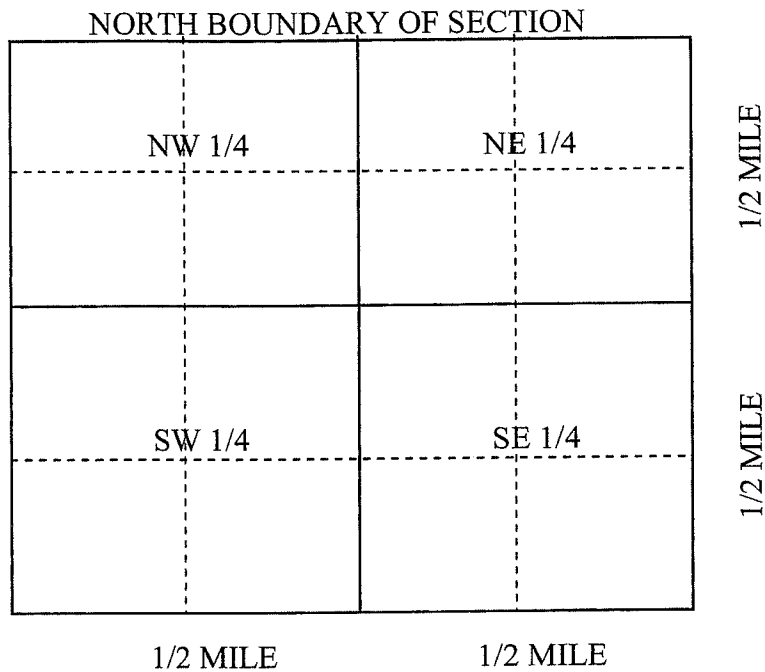
Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

(Title)

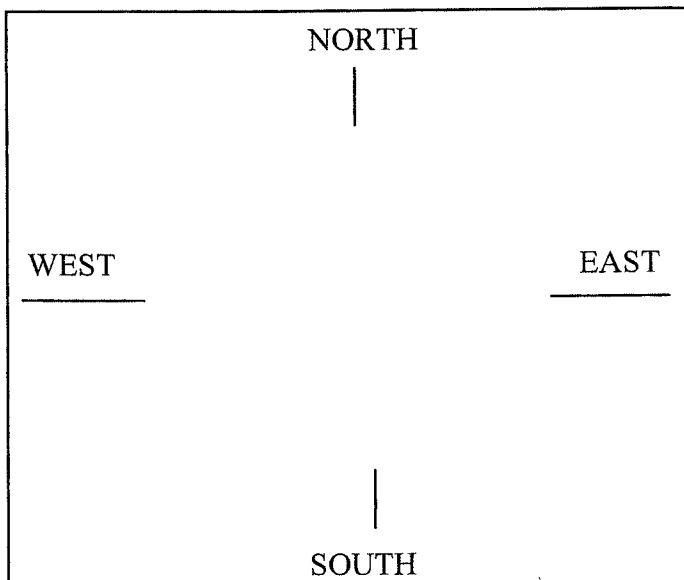
# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

## A. Location of well in sectionized areas.

Sketch roads, railroads, streams, or other features as necessary.



## B. Location of well in areas not sectionized.

Sketch roads, railroads, streams, or other features as necessary. Indicate distances.